

***HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

Date/Time:

Thursday, March 28, 2024

4:30 P.M.

Location:

Shamrock First Baptist Church

2661 Marshall Rd.

Haines City, FL 33844

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval, or adoption.

Highland Meadows II Community Development District

c/o Breeze

1540 International Parkway, Suite 2000

Lake Mary, FL 32746

813-565-4663

Board of Supervisors
Highland Meadows II Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Highland Meadows II Community Development District is scheduled for **Thursday, March 28, 2024, at 4:30 P.M.** at the **Highland Meadows II, Shamrock First Baptist Church, 2661 Marshall Rd., Haines City, FL 33844.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Larry Krause

Larry Krause
District Manager
813-565-4663

CC: Attorney
Engineer
District Records

District: HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Thursday, March 28, 2024

Time: 4:30 P.M.

Location: Shamrock First Baptist Church
2661 Marshall Rd.
Haines City, FL 33844

ZOOM: <https://us02web.zoom.us/j/88097558053?pwd=bWJqeVdKdm53UjZwaUtOMUY5WWZBdz09>

Call In: +1 305 224 1968

Meeting ID: 880 9755 8053

Pass Code: 12345

Mute/Unmute: *6

Agenda

For the full agenda packet, please contact Larry@breezehome.com

I. Call to Order / Roll Call

II. Audience Comments – (limited to 3 minutes per individual on agenda items)

III. Administrative Items

- A. Consideration/Approval of the Minutes of the Highland Meadows II CDD February 15, 2024 Regular Meeting **Exhibit 1**
- B. Consideration/Acceptance of the Highland Meadows II CDD January 2024 Unaudited Financial Statements **Exhibit 2**
- C. Ratification of Proposals
 - 1. HP Home – Replacement of Two Chemical Feeders - \$886.00 **Exhibit 3**

IV. Vendor & Staff Updates

- A. District Engineer – Kimley-Horn – Ricky Mills
 - 1. Discussion: Phase 7 Certificate of Completion Update
- B. District Counsel – Perez-Calhoun Law – Gina Perez-Calhoun
 - 1. Discussion: Training/Procedures Workshop
 - 2. Opinion Letter: Board Voting Process conducted on December 29, 2023 – *To Be Distributed*
 - 3. Board’s Voting on a Resolution to Adopt Rober’s Rule for Parliamentary Procedure – *To Be Distributed*
- C. Field Operations Manager – BREEZE – Jesse Dan

D. District Manager – BREEZE – Larry Krause

1. Discussion: Budget Workshop
2. Discussion: Insurance / Fence Update
3. Discussion: Soccer Field Closed
4. Discussion: Amenity Access Cards
5. Towing Policy Update
6. Landscape Inspection Services – Rizzetta & Company, Inc.

[Exhibit 4](#)

[Exhibit 5](#)

V. **Business Items**

A. Form 8B

[Exhibit 6](#)

B. Temporary License Agreement

[Exhibit 7](#)

C. Consideration/Adoption of **Resolution 2024-09**, Annual Meeting Schedule FY 2023-2024

[Exhibit 8](#)

D. Consideration of Amortization Recalculation Agreement Between U.S. Bank Trust Company, National Association and Highland Meadows II Community Development District

[Exhibit 9](#)

E. AMTEC – Arbitrage Rebate Reports

1. \$5,765,000 Highland Meadows II Community Development District (City of Davenport, Polk County, Florida), Special Assessment Bonds, Series 2019 (Assessment Area 7/7A Project)
2. \$5,370,000 Highland Meadows II Community Development District (City of Davenport, Polk County, Florida), Special Assessment Bonds, Series 2017 (Assessment Area Five Project)
3. \$2,700,000 Highland Meadows II Community Development District (City of Davenport, Polk County, Florida), Special Assessment Bonds, Series 2017 (Assessment Area Six Project)
4. \$3,645,000 Highland Meadows II Community Development District (City of Davenport, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Three Project)
5. \$1,785,000 Highland Meadows II Community Development District (City of Davenport, Florida), Special Assessment Bonds, Series 2016 (Assessment Area Four Project)

[Exhibit 10](#)

[Exhibit 11](#)

[Exhibit 12](#)

[Exhibit 13](#)

[Exhibit 14](#)

F. Discussion: Pool Maintenance

1. Public Pool and Bathing Place Inspection Report conducted on February 2, 2024 [Exhibit 15](#)

2. Pool Owner/Operator Verification of Entrapment Safety Features [Exhibit 16](#)

G. Polk County: Update on Installed Signs at Patterson Road

H. Consideration of Proposals

1. Prince & Sons – Removal and Replacement of Sod for Soccer Field - \$30,030.00 [Exhibit 17](#)

2. A&E Dream Homes, LLC – Playground Rehabilitation - \$4,422.62 [Exhibit 18](#)

3. A&E Dream Homes, LLC – Pool Maintenance - \$4,779.82 [Exhibit 19](#)

4. Pool Resurfacing

4.1. Robert’s Pool Service & Repair - \$76,658.49 [Exhibit 20](#)

4.2. The Pool Specialist - \$75,599.15 [Exhibit 21](#)

4.3. Noah Builders & Designs / F&J Pool and Spa - \$61,512.00 [Exhibit 22](#)

4.4. A&E Dream Homes, LLC - \$69,118.10 [Exhibit 23](#)

VI. Audience Comments – New Business – (limited to 3 minutes per individual)

VII. Supervisor Requests

VIII. Adjournment

EXHIBIT 1

AGENDA

48
49 the soccer field and stated that he disagreed with it. He stated that he recommends the
50 board make the community pool area more desirable to the residents.
51

52 A member of the audience inquired about the fence in Phase three. He stated that
53 residents are using it as a dog park and that it should be fixed or removed.
54

55 A member of the audience briefed the board on notes he took and stated that they've
56 had twelve months of inconsistent services provided by the district. He stated that it took him
57 sixteen hours to review all the minutes from the CDD. He stated that the board should have
58 more workshops that benefits residents. He stated that workshops should be for training and
59 not used for business purposes. He stated that Prince and Sons has been replacing irrigation
60 heads that do not need to be fixed or that should last longer.
61

62 A member of the audience touched on zoning issues on Patterson Rd. She stated
63 the county has approved having no parking in this area. She also inquired on ethical
64 standards for requirements of financial reports from HOA. Counsel responded to her inquiry
65 stating that she does not know of any requirement where the HOA would be obligated to
66 give the CDD any financial information.
67

68 **THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board of
Supervisors' Meeting held on May 11,
2023**

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72 Ms. Galbraith presented the minutes for the meeting and asked if any changes were
73 requested.
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75 Ms. Anderson stated to the board that she had requested the May minutes.

76 Ms. Galbraith stated that there was a missing motion on December's minutes.

77 Ms. Anderson made an additional comment regarding the May minutes.

78 Ms. Galbraith stated that there needs to be a revision to the December minutes
79 because there is a missing motion failed motion of Kristen Anderson nominating herself as
80 the chair.
81

82 Mr. Santana stated that these motions need to be moved to the seventh order of
83 business, not the sixth.
84

85 Mr. Mendes responded to Ms. Anderson's inquiry on the A&E pressure wash project
86 about a previous discussion during May's meeting to do the work at a lower cost with A&E,
87 but then approved at a higher amount at the June meeting as a walk-on item.
88

On Motion by Mr. Santana, seconded by Ms. Dibrango, with all in favor, the Board of Supervisors approved the minutes of the board of supervisors meeting held on May 11, 2023, for the Highland Meadows II Community Development District.

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FOURTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on December 29, 2023

Ms. Galbraith presented the minutes for the meeting and asked if any changes were requested.

Mr. Santana stated that he requests to add comments of two supervisors requesting Rizzetta and counsel to stay on board.

On Motion by Ms. Galbraith, seconded by Ms. Anderson, with all in favor, the Board of Supervisors approved the minutes of the board of supervisors meeting held on December 29, 2023 in substantial form, for the Highland Meadows II Community Development District.

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FIFTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on January 18, 2024

Ms. Galbraith presented the minutes for the meeting and asked if any changes were requested.

Mr. Santana stated that he has no comments.

On Motion by Ms. Galbraith, seconded by Ms. Dibrango, with all in favor, the Board of Supervisors approved the minutes of the board of supervisors meeting held on January 18, 2024, for the Highland Meadows II Community Development District.

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SIXTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors Workshop held on February 1, 2024

Ms. Galbraith presented the minutes for the meeting and asked if any changes were requested. No changes were requested.

On Motion by Ms. Galbraith, seconded by Ms. Anderson, with all in favor, the Board of Supervisors approved the minutes of the board of supervisors workshop held on February 1, 2024, for the Highland Meadows II Community Development District.

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Ms. Anderson inquired if counsel is on their way to another CDD meeting so she understands why she couldn't be present.

Ms. Reiss responded she had a conflict with the schedule and meeting time.

123

124 Ms. Anderson inquired if the meeting was to move an hour if it would accommodate
125 counsel's schedule.

126

127 Ms. Reiss stated no.

128

129 Ms. Anderson asked for Ms. Reiss to clarify their travel costs.

130

Ms. Reiss stated they charge their normal hourly rate.

131

Ms. Anderson asked if counsel would consider dropping their hourly rate to \$350.

132

133 Ms. Reiss stated she can potentially do a two year contract that her prices would
134 not raise.

135

136 Ms. Dibrango asked if counsel could consider a fixed rate for their bid.

137

138 Ms. Reiss stated she can review with her partner, but they may be willing to commit
139 to three years at the current rate.

140

141 Ms. Perez presented their revised bid for district counsel services to the board.

142

143 Ms. Anderson inquired on the paragraph that was added of the firm's experience that
144 wasn't in the previous bid.

145

146 Ms. Perez responded the paragraph was there before.

147

148 Ms. Anderson expressed concerns on portion of bid with heavy litigation verbiage.

149

150 Ms. Perez responded that litigation comes even if you're not looking for it. She also
151 stated she looks at the counsel on the other end of representation and to see if their
152 counsel wins a lot to determine how to proceed with litigation.

153

154 Ms. Perez stated she tries to avoid litigation by forming good relationships and is
155 here to educate and prepare people.

156

157 Ms. Dibrango inquired how long Ms. Perez rates are fixed for.

158

Ms. Perez responded the rates can be locked for a year and factor inflation.

159

Ms. Trucco stated that the district placed an ad for district counsel proposals.

160

161 Ms. Anderson inquired what happened with Ms. Perez's previous assistant
162 attorney.

163

164 Ms. Perez stated they were a temp and networking as a contractor.

165

Ms. Perez stated she is looking for more experienced associates.

167

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Ms. Anderson inquired if Ms. Perez would be the only attorney for the CDD.

169

Ms. Perez stated yes.

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171

Ms. Anderson asked Ms. Perez if she is concerned with being the only counsel for a new district.

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173

Ms. Perez stated no.

174

175

Ms. Anderson inquired on question nine and why is removed.

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Ms. Perez stated that it was resolved and that is why it was removed.

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Ms. Anderson stated that Perez's success on holding vendors accountable is commendable.

180

181

Ms. Anderson inquired how Ms. Perez would work with vendors.

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183

Ms. Perez gave an example of a scenario on handling vendor difficulties and stated the importance of documenting everything.

184

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Ms. Anderson inquired how the CDD would receive adequate attention considering experience, with this being Ms. Perez's second CDD.

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Ms. Perez stated with her knowledge and experience she has gathered and how that her other CDD is in good standing because everything has been maintained it should free up her time to give good attention to Highland Meadows CDD II.

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Ms. Anderson asked Ms. Perez to elaborate on some of the fires she had to put out, also commenting on the scenario of issues with management transition causing filing problems for the incumbent management company which affected the CDD and other similar instances.

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Conversation ensued amongst the board.

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Ms. Moore thanked Ms. Anderson's for all her inquiries to clarify the options to the board.

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Ms. Galbraith stated she spoke with Ms. Perez before the meeting and does not have any questions.

204

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Ms. Dibrango stated that she has no additional comments.

207

208

Mr. Santana stated that he appreciates Ms. Perez's experience in litigation.

209

210

Ms. Galbraith stated that the board needs to watch legal costs.

211

212

213

Ms. Galbraith asked Ms. Perez if she would be able to commit to attending all meetings physically.

214

215

Ms. Perez stated that there will be no conflict with attending physically.

216

217

Ms. Galbraith stated that the board is considering moving meetings to the fourth Thursday of the month and if counsel would have any reservations with the scheduling.

218

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On Motion by Mr. Santana, seconded by Ms. Galbraith, with all in favor, the Board of Supervisors awarded Perez-Calhoun the contract for district counsel services, for the Highland Meadows II Community Development District.

221

SEVENTH ORDER OF BUSINESS

**Discussion of Parking Rules and
Procedures**

222

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224

Ms. Galbraith opened the discussion amongst the board.

225

226

Ms. Galbraith inquired about when CDD can paint curbs and put up parking signs.

227

228

Mr. Mills responded to the inquiry and recommended stenciling no parking could also be an option.

229

230

231

Ms. Trucco commented if the board would consider following up with the sheriff's office on their decisions before approving any projects.

232

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234

Ms. Galbraith stated that Supervisor Moore could oversee this.

235

236

Ms. Galbraith inquired if the district can starting towing as of now.

237

The board requested stencil proposals for no parking, that Breeze will oversee.

238

Ms. Galbraith requested a blown map (24x36) of the map drafted by the District Engineer.

239

240

241

Mr. Millis stated that he will prepare five and deliver it to the board members.

242

243

Ms. Anderson commented on the bike lane near the amenity area.

244

She also stated that the District Engineer confirmed that the board can decide whether they want to enforce in this area or not.

245

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On Motion by Mr. Santana, seconded by Ms. Galbraith, with all in favor, the Board of Supervisors approved the final revisions district counsel made to the Amenity Rules for the district, for the Highland Meadows II Community Development District.

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EIGHTH ORDER OF BUSINESS

**Consideration of Pool Resurface
Proposals**

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Ms. Galbraith opened the discussion amongst the board.

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Mr. Lopez stated that he is dropping his bid to \$59,000 but did not have a revised proposal to present to the board showing this. He also stated that the board will have a lifetime warranty and that A&E has experience in pool resurfacing.

258

Ms. Anderson inquired if A&E is licensed on DBPR.

259

Mr. Lopez stated yes.

260

Ms. Anderson stated they are not.

261

262

Mr. Mendes commented that it has been confirmed that they are not on DBPR.

263

Discussion ensued amongst the board.

264

The board requested counsel's opinion on the matter.

265

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267

Counsel stated that the insurance had stated that it is recommended to have licensed vendors.

268

269

Ms. Anderson inquired on the COI/CPO and if district staff reviewed them.

270

Counsel stated there may have been a misunderstanding.

271

Conversation continued regarding the insurance claim.

272

Mr. Santana commented that A&E has been working well.

273

Counsel stated there is not a license in A&E's name.

274

The board requested to table this item.

275

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277

Mr. Mendes recommended the board should still hear the other four proposals for the pool resurface.

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JP presented their bid to the board and stated they are a state licensed contractor and gives information on the subject the board was discussing. Also, JP stated his experience/credentials and why they cannot lower their price.

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Ms. Anderson inquired on the five-year warranty.

289
290

JP stated they work for Hyatts for Hiltons and Margarita Ville. They also stated that they only do pools.

Ms. Anderson inquired why the job would take three weeks.

289

JP explained the process of the work to Ms. Anderson.

290

Ms. Galbraith inquired what created the damage to the pool.

291

JP stated their professional opinion to the inquiry.

292
293
294

Ms. Anderson commented that saving cost is beneficial but cautioned the board to considering the right amount on the pool as it is valuable for the CDD.

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297

Ms. Dibrango stated she appreciates the consistency that Roberts pool has had and also recommended spending the right amount on the pool as it is valuable to the CDD.

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300

Ms. Galbraith commented that the board meetings have been too long.

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NINTH ORDER OF BUSINESS

Consideration of Irrigation Proposals

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It is requested by the board that this agenda item is **tabled**.

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TENTH ORDER OF BUSINESS

Consideration of 2024-05, Designating Officers

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Mr. Krause presented resolution 2024-05 to the board and asked if they had any questions. There were none.

On Motion by Ms. Anderson, seconded by Ms. Galbraith, with all in favor, the Board of Supervisors adopted resolution 2024-05; Designating Officers, for the Highland Meadows II Community Development District.

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ELEVENTH ORDER OF BUSINESS

Consideration of 2024-06, Designating a Qualified Public Depository

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Mr. Krause presented resolution 2024-06 to the board and asked if they had any questions.

Ms. Thibault commented on the resolution.

Ms. Galbraith inquired about keeping the money in a trust.

320
321 Ms. Thibault answered Supervisor Galbraith's question.
322

On Motion by Ms. Dibrango, seconded by Ms. Anderson, with all in favor, the Board of Supervisors adopted resolution 2024-06; Designating a Qualified Public Depository, for the Highland Meadows II Community Development District.

323
324 **TWELFTH ORDER OF BUSINESS** **Consideration of 2024-07, Designating**
325 **Authorized Signatories**

326 Mr. Krause presented resolution 2024-07 to the board and asked if they had any
327 questions. There were none.
328

On Motion by Ms. Anderson, seconded by Ms. Moore, with all in favor, the Board of Supervisors adopted resolution 2024-07; Designating Authorized Signatories, for the Highland Meadows II Community Development District.

329
330 **THIRTEENTH ORDER OF BUSINESS** **Consideration of 2024-08, Designating**
331 **Registered Agent and Office**

332 Mr. Krause presented resolution 2024-08 to the board and asked if they had any
333 questions.
334

335 Mr. Krause inquired for clarity regarding money transfers.
336

337 Ms. Thibault requested all funds except the amounts not cleared and stated she
338 does not want starter funds.
339

340 Mr. Mendes stated that this matter will have to followed up with Mr. Brizendine.
341

342 Mr. Satana asked for Breeze to get all funds for the 21st and have documentation by
343 the 23rd.
344

345 Mr. Mendes stated that Rizzetta will do all to comply with the requests.
346

Mr. Santana threatened litigation if this request is not met.

On Motion by Ms. Galbraith, seconded by Ms. Anderson, with all in favor, the Board of Supervisors adopted resolution 2024-08; Designating Registered Agent and Office, for the Highland Meadows II Community Development District.

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349 Mr. Krause asked the board to reconsider the current meeting time for meetings.

350 The board agreed to move meetings to 4th Thursday of every month at 4:30pm.

351 Ms. Anderson asked Mr. Krause to email the board regarding the next meeting.

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353
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On Motion by Ms. Galbraith, seconded by Mr. Satana, with all in favor, the Board of Supervisors approved a new meeting time and location, for the Highland Meadows II Community Development District.

355 **FOURTEENTH ORDER OF BUSINESS**

Staff Reports

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358 **A. District Counsel**
359

360 Counsel updated the board on the access to the Nighthawk property.

361
362 Counsel reviewed the fence encroachment issue for 1381 woodlark and
363 2600 sanderling.

364
365 Mr. Mendes updated everyone on 1381 Woodlark and states they never
366 received authorization from the CDD for the encroachment.

367
368 Counsel provided some recommendations on how the board should move
369 forward.

370
371 Ms. Anderson requested district staff follow up with the 1381 Woodlark
372 residents to provide them with an update.

373
374 Counsel made comments on the sinkhole depression issues.

375
376 **B. District Engineer**
377

378 Mr. Millis updated the board on the fence repair work order.

379
380 Mr. Millis stated that he has begun sites visits for the annual report due next
381 month.

382
383 Mr. Millis reviewed the completion of Phase 7.

384 Counsel inquired on further completion for Phase 7.

385 Mr. Millis responded to the inquiry on what he reviewed and what he intends
386 to review further. He also stated the certificate of completion is still pending and
387 stated he can have this completed within the next two weeks.

388
389 Ms. Galbraith inquired about fencing on merlin and pentas and if the district
390 can build a concrete fence to resolve the vandalism issues.

391
392 Mr. Millis responded to the inquiry and stated that the walls are doable.

393 The board requested a bid for this.

394

396

Mr. Santana commented on the vandalism issues and that tanager and merlin is the area to consider for this scope of work.

397

398

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C. District Manager

401

Ms. Anderson inquired if Rizzetta will consider giving more for the repair.

402

Ms. Anderson presented a review of the minutes of Octobers approval.

403

Mr. Santana stated that this why the district is parting ways with Rizzetta.

404

Mr. Santana commented on the fence project and claimed Rizzetta should pay for all of it.

405

406

407

Ms. Anderson commented on the original plan for the Phase 3 park area.

408

Mr. Mendes responded to the inquiry and briefed the history behind it.

409

Ms. Anderson commented that the board should consider correcting the fence.

410

411

412

Ms. Galbraith commented on issues she has with additional expense.

413

Mr. Santana commented that the board is not at fault.

414

Ms. Anderson inquired on Mr. Santana's comments.

415

On Motion by Mr. Satana, seconded by Ms. Dibrango, with a majority in favor with a vote of 4-1 (Supervisor Anderson Opposes), the Board of Supervisors approved to remove the fence fully under HP Home solutions expense and for Mr. Krause to work with HP Home Solutions on this, for the Highland Meadows II Community Development District.

416

Failed Motion by Ms. Anderson, that if HP Home Solutions does not agree than the board will spend what is necessary to replace and seek other options moving forward, for the Highland Meadows II Community Development District.

417

Ms. Anderson inquired about Easter egg hunt for the HOA community.

418

419

Counsel made some suggestions to the board on agreements to be made to avoid liability for the CDD.

420

421

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Supervisor Satana excused himself for the rest of the meeting.

423

424

On Motion by Ms. Anderson, seconded by Ms. Galbraith, with all in favor, the Board of Supervisors approved working with Mr. Krause on agreement for HOA, Highland Meadows II Community Development District.

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FIFTEENTH ORDER OF BUSINESS

**Audience Comments and Supervisor
Requests**

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A member of the audience requested that legal consider the HOA agreement that was discussed earlier. She also inquired if the bonds have been paid up to date.

431

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433

Counsel responded to the inquiry.

434

435

The same member of the audience requested a copy of the 24x34 tow map.

436

437

The same member of the audience made comments on legal and inquired to JP on their proposal.

438

439

440

Another member of the audience commented on Supervisor Santana's approval of A&E and the \$67,000 spent on the fence bids. He stated that the district never recouped the money for the fence repairs that are due back to the CDD.

441

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444

Ms. Dibrango responded to the resident's comments and stated that she inquired on having a perimeter wall there.

445

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The same member of the audience responded that kids will go over the walls regardless but a concrete wall will be better.

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A member of the audience inquired about the distance on parking on the curbs.

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SIXTEENTH ORDER OF BUSINESS

Adjournment

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On a Motion by Ms. Galbraith, seconded by Ms. Dibrango, with all in favor, the Board of Supervisors adjourned the meeting at 7:30 p.m. for the Highland Meadows II Community Development District.

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Assistant Secretary

Chairperson/Vice Chairperson

EXHIBIT 2

AGENDA



Rizzetta & Company

Highland Meadows II Community Development District

**Financial Statements
(Unaudited)**

January 31, 2024

Prepared by: Rizzetta & Company, Inc.

Highlandmeadows2cdd.com

rizzetta.com

Highland Meadows II Community Development District

Balance Sheet

As of 01/31/2024

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Capital Project Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets							
Cash In Bank	1,268,688	1,068	14,557	0	1,284,314	0	0
Investments	0	261,810	2,302,266	562,464	3,126,539	0	0
Accounts Receivable	8,637	0	18,905	0	27,541	0	0
Prepaid Expenses	1,355	0	0	0	1,355	0	0
Refundable Deposits	2,390	0	0	0	2,390	0	0
Due From Other	1,810	0	0	15,818	17,628	0	0
Fixed Assets	0	0	0	0	0	20,191,622	0
Amount Available in Debt Service	0	0	0	0	0	0	2,335,728
Amount To Be Provided Debt Service	0	0	0	0	0	0	13,754,272
Total Assets	1,282,880	262,878	2,335,728	578,282	4,459,767	20,191,622	16,090,000
Liabilities							
Accounts Payable	2,181	0	0	0	2,181	0	0
Accrued Expenses	5,600	0	0	0	5,600	0	0
Other Current Liabilities	10	0	0	0	10	0	0
Due To Other	15,818	0	0	0	15,818	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	0	16,090,000
Total Liabilities	23,609	0	0	0	23,609	0	16,090,000
Fund Equity & Other Credits							
Beginning Fund Balance	694,113	262,849	1,778,137	569,060	3,304,159	0	0
Investment In General Fixed Assets	0	0	0	0	0	20,191,622	0
Net Change in Fund Balance	565,158	29	557,591	9,222	1,131,999	0	0
Total Fund Equity & Other Credits	1,259,271	262,878	2,335,728	578,282	4,436,158	20,191,622	0
Total Liabilities & Fund Equity	1,282,880	262,878	2,335,728	578,282	4,459,767	20,191,622	16,090,000

See Notes to Unaudited Financial Statements

Highland Meadows II Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Special Assessments				
Tax Roll	848,025	848,025	852,767	(4,742)
Other Misc. Revenues				
Miscellaneous Revenue	0	0	210	(210)
Total Revenues	<u>848,025</u>	<u>848,025</u>	<u>852,977</u>	<u>(4,952)</u>
Expenditures				
Legislative				
Supervisor Fees	16,000	5,333	3,400	1,933
Total Legislative	<u>16,000</u>	<u>5,333</u>	<u>3,400</u>	<u>1,933</u>
Financial & Administrative				
Arbitrage Rebate Calculation	2,700	2,700	450	2,250
Assessment Roll	5,200	5,200	5,200	0
Auditing Services	4,000	0	0	0
Dissemination Agent	7,000	7,000	7,000	0
District Engineer	10,000	3,333	14,838	(11,505)
District Management	43,680	14,560	14,560	0
Dues, Licenses & Fees	175	175	975	(800)
Legal Advertising	1,500	500	587	(87)
Miscellaneous Fees	1,500	500	6	494
Postage & Delivery	1,000	1,000	0	1,000
Public Officials Liability Insurance	2,823	2,823	2,656	167
Tax Collector/Property Appraiser Fees	20,500	20,500	22,026	(1,526)
Trustees Fees	25,000	25,000	18,591	6,409
Website Hosting, Maintenance, Backup & E	2,738	1,938	400	1,538
Total Financial & Administrative	<u>127,816</u>	<u>85,230</u>	<u>87,289</u>	<u>(2,059)</u>
Legal Counsel				
District Counsel	35,000	11,666	24,862	(13,195)
Total Legal Counsel	<u>35,000</u>	<u>11,666</u>	<u>24,862</u>	<u>(13,195)</u>
Security Operations				
Access Control Maintenance & Repair	5,000	1,667	275	1,391
Security Services & Patrols	38,000	12,667	14,596	(1,929)
Total Security Operations	<u>43,000</u>	<u>14,334</u>	<u>14,871</u>	<u>(538)</u>
Electric Utility Services				
Utility - Street Lights	60,000	20,000	19,452	548
Utility Services	28,000	9,333	7,316	2,017
Total Electric Utility Services	<u>88,000</u>	<u>29,333</u>	<u>26,768</u>	<u>2,565</u>

See Notes to Unaudited Financial Statements

Highland Meadows II Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2024	01/31/2024	01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Water-Sewer Combination Services				
Utility Services	6,000	2,000	1,125	875
Total Water-Sewer Combination Services	6,000	2,000	1,125	875
Other Physical Environment				
General Liability Insurance	3,183	3,183	2,995	188
Irrigation Maintenance & Repair	16,000	5,333	2,441	2,892
Landscape - Fertilizer	36,000	12,000	0	12,000
Landscape Inspection Services	5,160	1,720	5,160	(3,440)
Landscape Maintenance	192,000	64,000	63,270	730
Landscape Replacement Plants, Shrubs, Tr	30,000	10,000	0	10,000
Maintenance & Repairs	10,000	3,333	8,880	(5,547)
Miscellaneous Expense	12,000	4,000	3,500	500
Property Insurance	21,366	21,366	20,364	1,002
Sidewalk Maintenance & Repair	8,000	2,667	0	2,667
Total Other Physical Environment	333,709	127,602	106,611	20,991
Parks & Recreation				
Amenity Facility Janitorial Service Cont	15,000	5,000	6,100	(1,100)
Maintenance & Repairs	120,000	40,000	4,799	35,201
Miscellaneous Expense	5,000	1,667	614	1,053
Office Supplies	500	166	0	166
Pest Control & Termite Bond	1,000	334	316	18
Pool Service Contract	54,000	18,000	10,500	7,500
Telephone, Internet, Cable	3,000	1,000	564	436
Total Parks & Recreation	198,500	66,167	22,893	43,274
Total Expenditures	848,025	341,665	287,819	53,846
Total Excess of Revenues Over(Under) Expenditures	0	506,360	565,158	(58,798)
Fund Balance, Beginning of Period	0	0	694,113	(694,113)
Total Fund Balance, End of Period	0	506,360	1,259,271	(752,911)

See Notes to Unaudited Financial Statements

Highland Meadows II Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	28	(28)
Total Revenues	<u>0</u>	<u>0</u>	<u>28</u>	<u>(28)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>28</u>	<u>(28)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>262,850</u>	<u>(262,850)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>262,878</u>	<u>(262,878)</u>

Highland Meadows II Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	5,000	(5,000)
Special Assessments				
Tax Roll	164,814	164,814	165,655	(841)
Total Revenues	<u>164,814</u>	<u>164,814</u>	<u>170,655</u>	<u>(5,841)</u>
Expenditures				
Debt Service				
Interest	119,814	119,814	56,313	63,501
Principal	45,000	45,000	45,000	0
Total Debt Service	<u>164,814</u>	<u>164,814</u>	<u>101,313</u>	<u>63,501</u>
Total Expenditures	<u>164,814</u>	<u>164,814</u>	<u>101,313</u>	<u>63,501</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>69,342</u>	<u>(69,342)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>349,520</u>	<u>(349,520)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>418,862</u>	<u>(418,862)</u>

Highland Meadows II Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	4,781	(4,781)
Special Assessments				
Tax Roll	278,663	278,663	280,084	(1,421)
Total Revenues	<u>278,663</u>	<u>278,663</u>	<u>284,865</u>	<u>(6,202)</u>
Expenditures				
Debt Service				
Interest	233,663	233,663	97,947	135,716
Principal	45,000	45,000	0	45,000
Total Debt Service	<u>278,663</u>	<u>278,663</u>	<u>97,947</u>	<u>180,716</u>
Total Expenditures	<u>278,663</u>	<u>278,663</u>	<u>97,947</u>	<u>180,716</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>186,918</u>	<u>(186,918)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>333,946</u>	<u>(333,946)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>520,864</u>	<u>(520,864)</u>

Highland Meadows II Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	9,737	(9,737)
Special Assessments				
Tax Roll	575,852	575,852	578,376	(2,524)
Total Revenues	<u>575,852</u>	<u>575,852</u>	<u>588,113</u>	<u>(12,261)</u>
Expenditures				
Debt Service				
Interest	470,852	470,852	201,622	269,231
Principal	105,000	105,000	160,000	(55,000)
Total Debt Service	<u>575,852</u>	<u>575,852</u>	<u>361,622</u>	<u>214,231</u>
Total Expenditures	<u>575,852</u>	<u>575,852</u>	<u>361,622</u>	<u>214,231</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>226,491</u>	<u>(226,491)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>761,674</u>	<u>(761,674)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>988,165</u>	<u>(988,165)</u>

Highland Meadows II Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	4,459	(4,459)
Special Assessments				
Tax Roll	203,113	203,113	204,149	(1,036)
Total Revenues	<u>203,113</u>	<u>203,113</u>	<u>208,608</u>	<u>(5,495)</u>
Expenditures				
Debt Service				
Interest	138,113	138,113	68,769	69,344
Principal	65,000	65,000	65,000	0
Total Debt Service	<u>203,113</u>	<u>203,113</u>	<u>133,769</u>	<u>69,344</u>
Total Expenditures	<u>203,113</u>	<u>203,113</u>	<u>133,769</u>	<u>69,344</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>74,839</u>	<u>(74,839)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>332,998</u>	<u>(332,998)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>407,837</u>	<u>(407,837)</u>

Highland Meadows II Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>6</u>	<u>(6)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>6</u>	<u>(6)</u>

Highland Meadows II Community Development District

Statement of Revenues and Expenditures

As of 01/31/2024

(In Whole Numbers)

	Year Ending 09/30/2024	Through 01/31/2024	Year To Date 01/31/2024	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	9,221	(9,221)
Total Revenues	<u>0</u>	<u>0</u>	<u>9,221</u>	<u>(9,221)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>9,221</u>	<u>(9,221)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>569,055</u>	<u>(569,055)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>578,276</u>	<u>(578,276)</u>

Highland Meadows II
Investment Summary
January 31, 2024

<u>Account</u>	<u>Investment</u>	<u>Balance as of</u> <u>January 31, 2024</u>
Truist Bank	Money Market Account	\$ 261,810
	Total Reserve Fund Investments	\$ 261,810
US Bank Series 2014 Area 1 Revenue	First American Government Obligation Fund Class Y	\$ 90,715
US Bank Series 2014 Area 1 Reserve	First American Government Obligation Fund Class Y	140,000
US Bank Series 2014 Area 2 Revenue	First American Government Obligation Fund Class Y	128,826
US Bank Series 2014 Area 2 Reserve	First American Government Obligation Fund Class Y	55,165
US Bank Series 2016 Area 3 Revenue	First American Government Obligation Fund Class Y	260,875
US Bank Series 2016 Area 3 Reserve	First American Government Obligation Fund Class Y	87,856
US Bank Series 2016 Area 3 Prepayment	First American Government Obligation Fund Class Y	155
US Bank Series 2016 Area 3 General	First American Government Obligation Fund Class Y	815
US Bank Series 2016 Area 4 Revenue	First American Government Obligation Fund Class Y	112,460
US Bank Series 2016 Area 4 Reserve	First American Government Obligation Fund Class Y	51,563
US Bank Series 2016 Area 4 Prepayment	First American Government Obligation Fund Class Y	107
US Bank Series 2016 Area 4 General	First American Government Obligation Fund Class Y	7
US Bank Series 2017 Area 4 Revenue	First American Government Obligation Fund Class Y	194,131
US Bank Series 2017 Area 4 Reserve	First American Government Obligation Fund Class Y	78,519
US Bank Series 2017 Area 4 Prepayment	First American Government Obligation Fund Class Y	168
US Bank Series 2017 Area 5 Revenue	First American Government Obligation Fund Class Y	353,462
US Bank Series 2017 Area 5 Reserve	First American Government Obligation Fund Class Y	147,052
US Bank Series 2017 Area 5 Prepayment	First American Government Obligation Fund Class Y	216
US Bank Series 2017 Area 6 Revenue	First American Government Obligation Fund Class Y	134,775
US Bank Series 2017 Area 6 Reserve	First American Government Obligation Fund Class Y	62,539
US Bank Series 2017 Area 6 Prepayment	First American Government Obligation Fund Class Y	142
US Bank Series 2019 Area 7 Revenue	First American Government Obligation Fund Class Y	299,690
US Bank Series 2019 Area 7 Reserve	First American Government Obligation Fund Class Y	102,913
US Bank Series 2019 Area 7 Prepayment	First American Government Obligation Fund Class Y	115
	Total Debt Service Fund Investments	\$ 2,302,266
US Bank Series 2017 Area 5 Construction	First American Government Obligation Fund Class Y	\$ 6
US Bank Series 2019 Area 7 Construction	First American Government Obligation Fund Class Y	562,458
	Total Capital Projects Fund Investments	\$ 562,464

**Highland Meadows II Community Development District
Summary A/R Ledger
From 01/01/2024 to 01/31/2024**

Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due	
672, 2888	672-001	672 General Fund	Polk County Tax Collector	AR00001316	12110	10/01/2023	8,636.33
Sum for 672, 2888							8,636.33
672, 2890	672-200	672 Debt Service Fund S2014	Polk County Tax Collector	AR00001316	12110	10/01/2023	2,192.35
Sum for 672, 2890							2,192.35
672, 2891	672-201	672 Debt Service Fund S2016	Polk County Tax Collector	AR00001316	12110	10/01/2023	3,706.74
Sum for 672, 2891							3,706.74
672, 2892	672-202	672 Debt Service Fund S2017	Polk County Tax Collector	AR00001316	12110	10/01/2023	10,303.98
Sum for 672, 2892							10,303.98
672, 2893	672-203	672 Debt Service Fund S2019	Polk County Tax Collector	AR00001316	12110	10/01/2023	2,701.79
Sum for 672, 2893							2,701.79
Sum for 672							27,541.19
Sum Total							27,541.19

See Notes to Unaudited Financial Statements

Highland Meadows II Community Development District
Notes to Unaudited Financial Statements
January 31, 2024

Balance Sheet

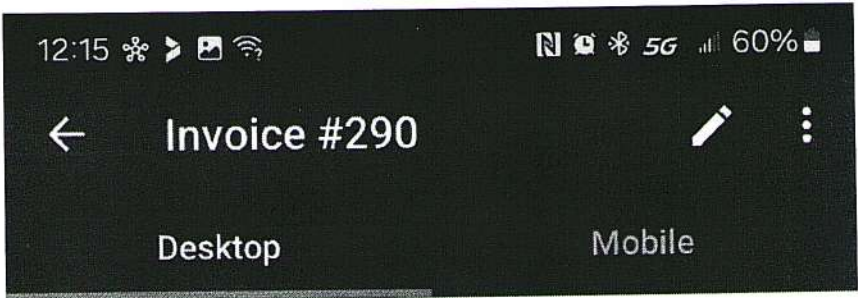
1. Trust statement activity has been recorded through 01/31/24.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

Summary A/R Ledger – Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY23-24 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

EXHIBIT 3

AGENDA



INVOICE



HP Home Maintenance Solutions LLC
2812 Shelburne Way
Saint Cloud, Florida 34772
Phone: (407) 412-3731
Email: hphomemaintenancesolutions@gmail.com
Web: www.hphomemaintenancesolutions.com

Bill To

Highland Meadows II CDD
Orlando, Florida 32819
(407) 955-2639

Payment terms Due upon receipt
Invoice # 290
Date 02/22/2024

Table with 2 columns: Description, Total. Row 1: Chemical feeders, \$886.00. Row 2: Replacement of 2 steners chemicals feeders. For 2 new chemicals feeders. Subtotal: \$886.00. Total: \$886.00

Notes:

In order to proceed, the bill needs to be paid in full. If an email is sent with approval of this work. We will order the parts. Installation will take place when payment is received. Any questions please feel free to contact me

By signing this document, the customer agrees to the services and conditions outlined in this document.

Handwritten signature and date: 2/22/24 (Confirmed w/ Chair) and a signature. Includes a circular arrow icon and the text 'Highland Meadows II CDD'.

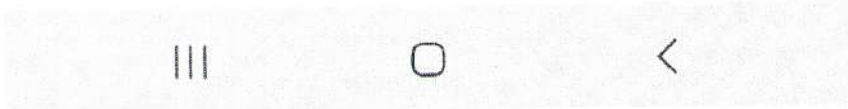


EXHIBIT 4

AGENDA

AGREEMENT FOR TOWING SERVICES
(Highland Meadows II Community Development District)

THIS AGREEMENT FOR TOWING SERVICES (the “**Agreement**”) is effective as of the _____ day of _____ 2024, by and between **HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district and local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (if prior to February 15, 2024) or c/o Breeze Connected, LLC, 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746 (if after February 15, 2024) (the “**District**”), and **BOLTON’S TOWING SERVICES, INC.**, a Florida corporation, whose address is 2690 Ave. E, SW, Winter Haven, Florida 33880 (the “**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended;

WHEREAS, the District adopted parking and towing rules on January 18, 2024 by Resolution 2024-04, a copy of which is attached hereto as **Exhibit “A,”** as may be amended from time to time by the District’s Board of Supervisors (hereinafter, the “**Towing Policies**”);

WHEREAS, the District owns real property within the boundaries of the District (collectively, the “**District Property**”);

WHEREAS, in accordance with Section 715.07, *Florida Statutes*, the District desires engage an independent contractor to provide vehicle towing/removal services on the District Property in accordance with the Towing Policies;

WHEREAS, the Contractor desires to provide such services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law; and

WHEREAS, the Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties, and obligations of the parties relative to same.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The District hereby authorizes the Contractor, and its employees and agents, to perform drive-by inspections and vehicle towing and/or removal services of prohibited parked or abandoned vehicles on the

District Property in accordance with direction given in writing from the District Manager (defined below) on hours for patrolling/drive-by inspections, the Towing Policies and the Contractor’s proposal entitled the “Towing Agreement,” attached hereto as **Exhibit “B”** (the “Proposal”), along with applicable Florida law, including Section 715.07, *Florida Statutes* (the “Services”). The Contractor shall also erect the statutorily required signage for towing, in accordance with Section 715.07, *Florida Statutes*. In the event of any conflict between the terms of the Proposal and the terms herein, the terms herein shall prevail.

A. This Agreement grants to Contractor the right to enter the District Property for the purposes described herein and Contractor hereby agrees to comply with all applicable laws, rules, ordinances, and regulations affecting the provision of the Services.

B. Upon towing/removing of a vehicle, such vehicle shall be stored by the Contractor in accordance with the requirements of Section 715.07, *Florida Statutes*, including that it must be stored within a ten (10) mile radius of the point of removal and shall provide for public access to such storage facility, as set forth in Section 715.07, *Florida Statutes*. In addition, the Contractor agrees to take a photograph of the vehicle being towed/removed prior to the towing/removal and agrees to email the District Manager (as defined below) the photograph with a description of the reason for the tow/removal within forty-eight (48) hours of the towing/removal by the Contractor.

SECTION 3. COMPENSATION. The Contractor acknowledges and agrees that it is not receiving compensation from the District for the Services. Any compensation due and owing to the Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles as determined by the Department of Motor Vehicles.

SECTION 4. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated with written notice to the other party.

SECTION 5. INSURANCE.

A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$300,000.00
<i>Property Damage (including contractual)</i>	\$300,000.00
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$300,000.00

B. The District, its staff, consultants, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencement of the Services.

SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.

A. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor shall be solely responsible for any damage to property, including vehicles, caused by the towing/removal, and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless, and indemnify the District and its supervisors, officers, staff, representatives, and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by or related to the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or Services performed hereunder.

B. Obligations under this section shall include the payment of all settlements, judgements, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

C. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs.

SECTION 8. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

SECTION 9. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 10. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

SECTION 11. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

A. Contractor hereby represents to District that: (i) it has the experience and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed to observe and perform the terms, covenants, conditions, and other provisions on its part to be observed or performed under this Agreement; (iii) it has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

SECTION 12. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

A. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.

B. Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

SECTION 13. COMPLIANCE WITH LAWS, REGULATIONS, RULES, AND POLICIES.

A. At all times, Contractor is expected to operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

B. Contractor hereby covenants and agrees to comply with all rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be

issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

C. The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the “Sunshine Law,” the “Public Records Law,” the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

D. Compliance with E-Verify System.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 14. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

A. Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records

custodian of the District is the District Manager; prior to February 15, 2024 the District Manager is Rizzetta & Company, Inc. and after February 15, 2024 the District Manager is Breeze Connected, LLC (the “Public Records Custodian”). Contractor shall, to the extent applicable by law:

- (i) Keep and maintain public records required by District to perform the Services;
- (ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;
- (iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and
- (iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

If before February 15, 2024:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT 407-472-2471, OR BY E-MAIL AT BMENDES@RIZZETTA.COM OR BY REGULAR MAIL AT 8529 SOUTH PARK CIRCLE, SUITE 330, ORLANDO, FLORIDA 32819, ATTN.: DISTRICT PUBLIC RECORDS CUSTODIAN.

If after February 15, 2024:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT 813-565-4663, OR BY E-MAIL AT PATRICIA@BREEZEHOME.COM OR BY REGULAR MAIL AT 1540 INTERNATIONAL PARKWAY, SUITE 2000, LAKE MARY, FLORIDA 32746, ATTN.: DISTRICT PUBLIC RECORDS CUSTODIAN.

SECTION 15. NOTICES. Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

District: *If prior to February 15, 2024 send to:*

Highland Meadows II Community Development District
c/o Rizzetta & Company, Inc.
8529 South Park Circle, Suite 330
Orlando, Florida 32819
Attention: Brian Mendes, the “District Manager”
Telephone: (407) 472-2471
Email: bmendes@rizzetta.com

If after February 15, 2024:

Highland Meadows II Community Development District
c/o Breeze Connected, LLC
1540 International Parkway, Suite 2000
Lake Mary, Florida 32746
Attention: Patricia Thibault, the “District Manager”
Telephone: (813) 565-4663
Email: patricia@breezehome.com

Copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: District Counsel
Telephone: (407) 481-5800

Contractor: Bolton’s Towing Services, Inc.
2690 Ave. E, SW
Winter Haven, FL 33880
Telephone: (863) 299-9966

SECTION 16. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Polk County, Florida.

SECTION 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of the Agreement.

SECTION 18. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 19. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation, other than the parties hereto, any right remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions contained herein shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any provisions of this Agreement.

SECTION 21. ENTIRE AGREEMENT. This instrument shall constitute the final and complete express of the Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the day and year first written above.

[Signatures provided on following page.]

**SIGNATURE PAGE TO
AGREEMENT FOR TOWING SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

**HIGHLAND MEADOWS II
DEVELOPMENT DISTRICT**

By: Deborah Galbraith
Print: Deborah Galbraith
Title: _____

BOLTON'S TOWING SERVICES, INC.,
a Florida corporation

By: Tyler Bolton
Print: Tyler Bolton
Title: VP

EXHIBIT “A”

District’s “Towing Policies”

[See attached.]

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT
AMENDED & RESTATED RULES
RELATING TO OVERNIGHT PARKING AND PARKING & TOWING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on January 18, 2024, at a duly noticed public meeting, the Board of Supervisors of the Highland Meadows II Community Development District (“District”) adopted the following rule to govern overnight parking and parking and towing enforcement on District Property. This rule repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels, Trailers and Recreational Vehicles (hereinafter defined) on certain of its property (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This rule (the “Rule”) is intended to provide the District’s residents and paid users with a means to park Vehicles on-street in certain designated parking areas and remove such Vehicles from District designated Tow-Away Zones consistent with this Rule.

SECTION 2. DEFINITIONS.

A. *Commercial Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.

B. *Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not. For purposes of this Rule the use of the term Vehicle(s) shall be interpreted so as to include Commercial Vehicle(s), Vessel(s), Trailer(s), and Recreational Vessel(s).

C. *Vessel(s)*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

D. *Trailer(s)*. An unpowered vehicle towed by another.

E. *Recreational Vehicle(s)*. A vehicle designed for recreational use, which includes motor homes, golf carts, all-terrain vehicles (commonly referred to as ATVs), campers and trailers relative to same.

F. *Parked*. A vehicle left unattended or stalled by its owner or user.

G. *District Property*. Property that is owned by the District including, but not limited to, roadways/streets, parkways/verges (area between the sidewalk and roadway), grass areas and open spaces that are owned by the District.

H. *Tow-Away Zone*. District Property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action in accordance with the terms of this Rule.

I. *Overnight*. Between the hours of 12:00 a.m. and 6:00 a.m. daily.

J. *Abandoned Vehicle.* Any Vehicle that is not operational or has not been moved for a period of 2 weeks.

SECTION 3. DESIGNATED PARKING AREAS & ESTABLISHMENT OF TOW-AWAY ZONES.

A. The District's Tow-Away Zone (the "**Tow Away Zone**") is described in the map attached hereto as **Exhibit "A"** (the "**Map**") and applies to all Vehicles. Any Vehicle parked in the Tow-Away Zone is authorized to be towed by the District.

B. As specified in the Map, parking on the District's roadways is authorized on the odd numbered side of the roadway (as indicated by address numbers) and parking on the District's roadways is expressly prohibited on the even numbered side of the roadway (as indicated by address numbers).

C. As specified in the Map, Vehicles parked within certain areas of Phase 3 are authorized to be towed (due to a safety concern).

D. As specified in the Map, Vehicles parked in Phase 3 overnight (as defined above as between the hours of 12 a.m. and 6 a.m.) are authorized to be towed by the District.

E. Any Vehicle parked in any of the following manners is authorized to be towed by the District:

- (1) parked in a manner which prevents or inhibits the ability of emergency response vehicles to navigate streets within the District;
- (2) parked within 30 feet of a mailbox between 8 a.m. and 6 p.m.; and
- (3) parked in a manner that blocks a sidewalk.

F. Any Vehicle, or part thereof, parked on District Property that is abandoned, discarded, broken down and/or not capable of operating on its own is authorized to be towed by the District. Evidence that a Vehicle is discarded, broken down and/or inoperable include the following: (1) the Vehicle is inoperable, as evidenced by vegetation underneath as high as the Vehicle body or frame, debris collected underneath, or, that the Vehicle is being used solely for storage/habitation purposes; (2) the Vehicle is partially dismantled, having no engine, transmission or other major and visible part; (4) the Vehicle has major and visible parts which are dismantled; (5) the Vehicle is incapable of functioning as a Vehicle in its present state; (6) the Vehicle has only nominal salvage value; and/or (7) the Vehicle is incapable of safe operation under its own power, or a vehicle that cannot be self-propelled or moved in a manner it was originally intended to move.

G. A Vehicle bearing an expired tag sticker,¹ expired registration, missing license plate, or a license plate that fails to match the Vehicle's registration is authorized to be towed by the District.

H. Commercial Vehicles, Recreational Vehicles, Trailers and Vessels are not permitted to be parked on-street Overnight and shall be subject to towing at Owner's expense.

¹ As also may be referred to as a "registration decal" by the Florida Department of Highway Safety and Motor Vehicles and/or as a "validation sticker" by Section 320.06, *Florida Statutes*.

I. Any Vehicle parked on the District Property, including the District's Roadways, must do so in compliance with all laws, ordinances and codes.

J. All towing authorized under this Rule is at the Vehicle owner's expense.

SECTION 4. EXCEPTIONS.

A. **VENDORS/CONTRACTORS.** The District's Manager or his/her designee may authorize vendors/consultants in writing to park company Vehicles in order to facilitate District business. All Vehicles so authorized must be identified by an Overnight parking pass.

B. **DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery Vehicles, including but not limited to, U.P.S., Fed Ex, moving company Vehicles, and lawn maintenance vendors may park on the District's roadways while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on the District's roadways while carrying out official duties.

SECTION 5. TOWING/REMOVAL PROCEDURES.

A. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District Property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.

B. **TOWING/REMOVAL AUTHORITY.** The towing vendor selected by the District's Board of Supervisors is permitted to patrol the District's Property and tow/remove any Vehicle parked in a manner that is not authorized under this Rule, in accordance with the terms of the executed agreement between the District and the District's towing vendor. However, the District Manager has authority to call the towing vendor at any time to initiate towing of an unauthorized Vehicle.

C. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a vendor authorized by Florida law to tow/remove unauthorized Vehicles and in accordance with Florida law and this Rule.

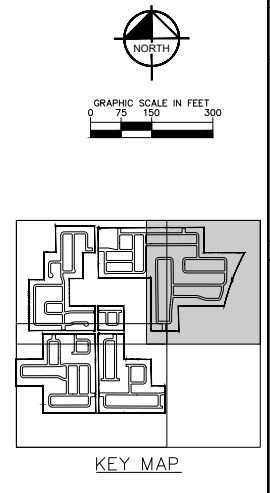
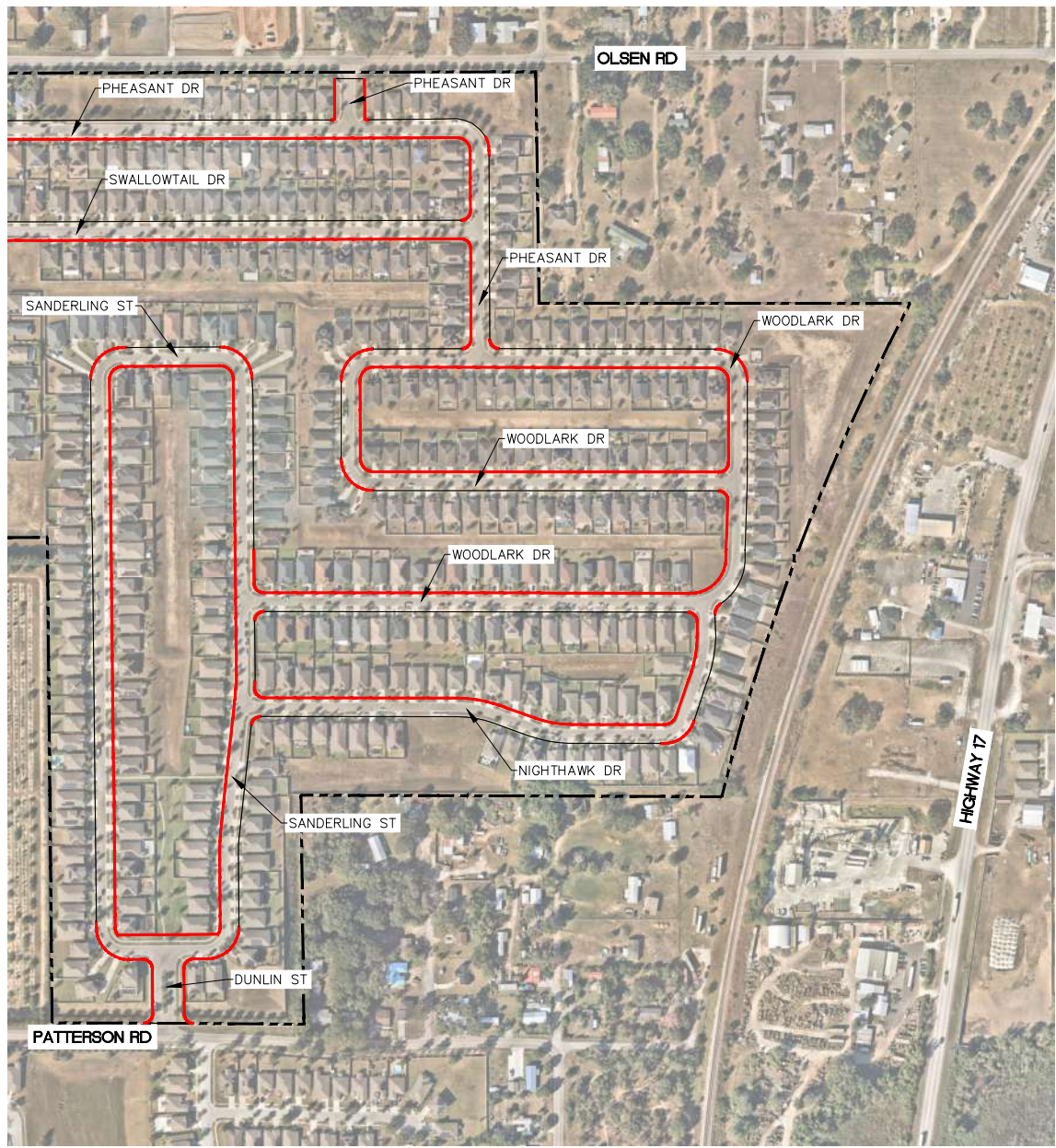
SECTION 6. PARKING AT YOUR OWN RISK. Vehicles are permitted to be parked on District Property pursuant to this Rule, provided, however, that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such Vehicles.

EXHIBIT "A" – Map of the Tow Away Zones

Effective Date: January 18, 2024

Implemented Florida Law: Section 190.012, *Florida Statutes*; Section 190.011, *Florida Statutes*; Section 715.07, *Florida Statutes*; Section 316.1945, *Florida Statutes*; Section 316.195, *Florida Statutes*; Section 316.1951, *Florida Statutes*; Section 120.54, *Florida Statutes*; and Section 120.69, *Florida Statutes*.

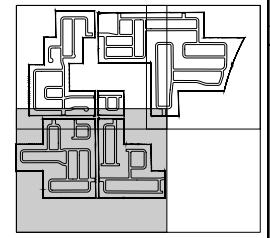
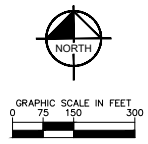
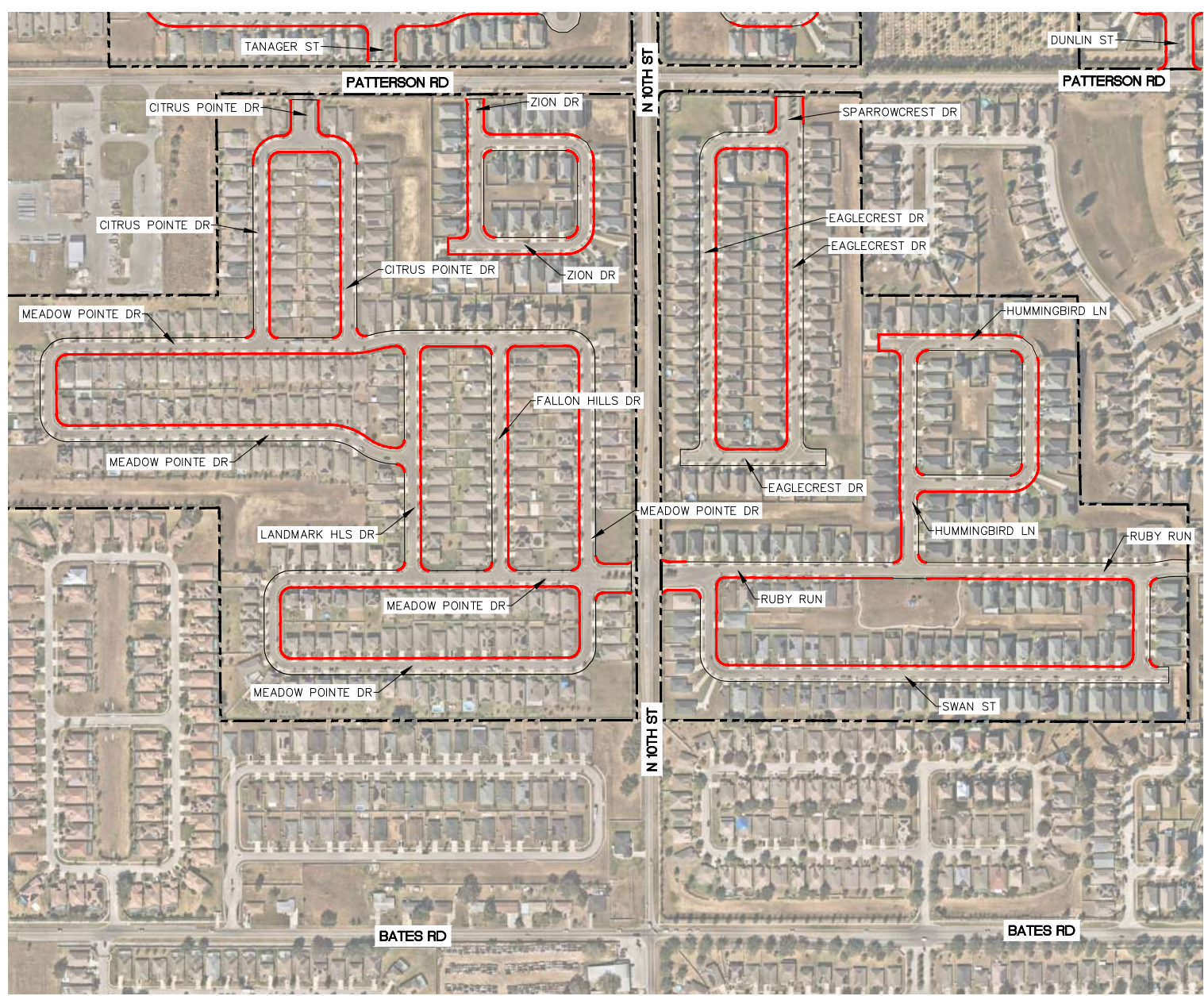
P:\01045 - Bk\Kumar_David_Sheet_Split.kwd - Shared - 09_2024_11-465-54am - K:_Lak_CSA\046655000 - Highland Meadows II CDD\CAD\Submittal\2024-01-17_CDD_OWNED_ROAD_CDD_OWNED_ROAD.dwg
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— TOW AWAY ZONE

CDD ROADS PREPARED FOR HIGHLAND MEADOWS II CDD DAVENPORT FLORIDA	HIGHLAND MEADOWS II CDD ROADS	KHA PROJECT 046655000	LICENSED PROFESSIONAL RICHARD E. MILLS, P.E. FLORIDA LICENSE NUMBER 93017	DATE 11-12-24	REVISIONS No. DATE
		SCALE 1" = 24' DESIGNED BY DRAWN BY CHECKED BY	WWW.KIMLEY-HORN.COM REG. NO. 30106	SHEET NUMBER EX-2	

PLOTTED BY: KIMLEY-HORN, DATE: 02/09/2024, 11:46:59 AM, PROJECT: C:\AK_CAD\CADD\2024\01-17_CDD_OWNED_ROADS\CDD_OWNED_ROADS.dwg
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KEY MAP

— TOW AWAY ZONE

No.	REVISIONS	DATE

Kimley-Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
 109 SOUTH PALM AVENUE, SUITE 200
 PALM BEACH, FLORIDA 33480
 WWW.KIMLEY-HORN.COM REG. NO. 30106

LICENSED PROFESSIONAL	DATE
RICHARD E. MILLS, P.E.	1-12-24
FLORIDA LICENSE NUMBER	SCALE AS SHOWN
93017	AS SHOWN
DESIGNED BY	DRAWN BY
CHECKED BY	DATE

HIGHLAND MEADOWS II
CDD ROADS

CDD ROADS
 PREPARED FOR
HIGHLAND MEADOWS II CDD
 DAVENPORT, FLORIDA

SHEET NUMBER
EX-3

**HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT
DISTRICT**

AMENITY POLICIES & RATES

**ADOPTED APRIL 12, 2018
AMENDED AUGUST 14, 2019
AMENDED SEPTEMBER 11, 2019 &
AMENDED JANUARY 18, 2024**

DEFINITIONS

“Amenities” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the playground, dog park, soccer fields, and pool and cabana area, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” – shall mean these Amenity Policies and Rates of the Highland Meadows II Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies when and as necessary and will notify Patrons of any changes by posting the revised Policies on the District’s website. The Board of Supervisors with District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Highland Meadows II Community Development District’s Board of Supervisors.

“District” – shall mean the Highland Meadows II Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Household” – shall mean those individuals residing within the immediate household of a Patron. This can consist of individuals who have not yet attained the age of eighteen or individuals over the age of eighteen (18) actually residing in the household. This does not include visiting relatives, or extended family not residing in the home. Proof of residency for individuals over the age of eighteen (18) years is required by driver’s license or state or federal issued form of identification. A signed affidavit of residency shall be required for individuals under the age of eighteen (18) years.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron over the age of eighteen (18) years to use the Amenities.

“Access Card” – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Residents, Guests, Non-Resident Patrons, and Renters who are eighteen (18) years of age and older.

“Renter” – shall mean an individual maintaining his or her residence in a home located within the District pursuant to a valid lease agreement. Proof of valid lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District, or such other Household subject to the terms and conditions of any interlocal agreement for the use of the Amenities.

“Service Animal” – shall mean an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual’s disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks.

AMENITIES ACCESS AND USAGE

Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies. All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any accidents, personal injury or death, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions, or negligence of other persons using the Amenities.

Resident Access and Usage. Residents must pay Operations & Maintenance Assessments applicable to property owners within the District in accordance with the District’s annual assessment resolution. Payment of Operations & Maintenance Assessments covers the Annual User Fee for such Resident and entitles the Resident to use of the Amenities for the corresponding fiscal year of the District, which year begins October 1 and ends September 30. Residents must complete the Amenity Access Registration Form prior to access or use of the Amenities.¹

Non-Resident Access and Usage. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.

Guest Access and Usage. Each Patron Household and Non-Resident Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron over the age of eighteen (18) years must accompany

¹ The District has entered into a number of Interlocal Agreements with other governmental entities pursuant to which a proportionate share of the Operation and Maintenance costs are paid.

Guests at all times during Guests use of the Amenities and are responsible for any and all actions taken by such Guests. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household or Non-Resident Patron Household's access and usage privileges.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities upon written documentation. Residents may retain their Amenities rights in lieu of granting them to their Renters. Residents may not retain their rights to use the Amenities and grant them to Renters at the same time for the same residential property.

1. A Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident. A Renter will be required to provide proof of residency (i.e. a copy of the lease agreement) and pay any applicable fee before he or she receives an Access Card. Such Renter shall receive an Access Card which shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all Amenity Policies as the Board may adopt from time to time.

Access Cards. Each Patron Household will be issued one (1) Access Card by District Staff upon completion of the Amenity Access Registration Form. Access Cards will allow Patrons entry to the Amenities during regular operating hours of the Amenities.

Patrons must scan their Access Card in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

SMOKING, DRUGS, AND ALCOHOL

Smoking, including vapor and electric devices, is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to District Staff.

Possession, use, and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of

Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animal(s),” as defined above) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls), pool and cabana area, soccer fields, tennis courts, playgrounds, parking lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL AMENITY POLICIES

Hours of Operation. All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District’s website. No Patron or Guest is allowed in the service areas of the Amenities.

General Usage Guidelines. Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific policies for each Amenity are outlined in the respective section for each herein.

- (1) ***Registration and Access Cards.*** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Household Access Card available for inspection. An Access Card is only to be used by the Patron Household to whom they are issued. Patrons must have at all times in their possession their Household Access Card to enter and use the Amenities, and must present their Access Card upon request by District Staff.
- (2) ***Attire.*** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the bath rooms.
- (3) ***Food and Drink.*** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
- (4) ***Parking and Vehicles.*** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATV’s), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.

- (5) **Fireworks.** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
- (6) **Skateboards, Etc.** Bicycles, skateboards, or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, athletic fields, playground area, and sidewalks surrounding these areas.
- (7) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
- (8) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
- (9) **Equipment.** All District equipment, furniture, and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items are in need of repair, maintenance, or cleaning.
- (10) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (11) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (12) **Cellular Phones.** To prevent disturbance to others, use of cellular telephones should be limited while using the Amenities and Patrons and Guests are asked to keep their ringers turned off or on vibrate while using the Amenities.
- (13) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted.
- (14) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (15) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (16) **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (17) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District staff or contractors may result in suspension or termination of Amenity access and usage privileges.
- (18) **Emergencies.** In the event of an injury, property damage, or other emergency, please contact District Staff immediately in accordance with the terms of this policy contained herein.
- (19) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card.
- (20) **Posted Signage / Advertisements.** Patrons are required to comply with all posted signage. Placement of advertisements/signage on property owned by the District is prohibited unless prior approval is received from the District.

DOG PARK POLICIES

The Dog Park is restricted to use only by Patrons of the Highland Meadows II Community Development District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit three dogs per Adult dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is designated a "No Smoking" area.

USE OF THE DOG PARK IS AT YOUR OWN RISK

Your voluntarily use of the Dog Park evidences your waiver of any claims against the Highland Meadows II Community Development District resulting from activities occurring at the Dog Park. The Highland Meadows II Community Development District is not responsible for any injury or harm caused by use of the Dog Park.

SWIMMING POOL POLICIES

- (1) ***Operating Hours.*** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) ***Swim at Your Own Risk.*** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) ***Supervision of Minors.*** Minors under the age of sixteen (16) years must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older within arm's length at all times when on the

pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.

(4) ***Aquatic Toys and Recreational Equipment.*** No flotation devices are allowed in the pool except for water wings, swim rings and other flotation devices identified as "infant flotation devices" used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. One (1) Foam Pool Noodle is allowed per person. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.

(5) ***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.

(6) ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.

(7) ***Horseplay*** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, throwing of items or other horseplay is allowed in the pool or on the pool deck area. Dangerous activities on the pool deck area and in the pool are prohibited.

(8) ***Diving.*** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps or other dangerous actions are prohibited.

(9) ***Weather.*** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by District Staff.

(10) ***Pool Furniture; Reservation of Tables or Chairs.*** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.

(11) ***Entrances.*** Pool entrances must be kept clear at all times.

(12) ***Pollution.*** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.

(13) ***Swim Diapers.*** Children under the age of three (3) years, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

(14) ***Staff Only.*** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

(15) ***Pool Closure.*** In addition to Polk County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
- For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).

- Operational and mechanical treatments or difficulties affecting pool water quality.
- For a period of time following any mishap that results in feces or vomit in the pool water.
- Any other reason deemed to be in the best interests of the District as determined by District staff.

(16) **Containers.** Glass containers are not permitted in the pool area.

(17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.

(18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

(19) **Sound producing equipment.** Sound producing equipment, such as radios, tape players, CD players, MP3 players, televisions, and the like are not permitted in the pool deck area or pool. Personal sound equipment may be used on the pool deck area with personal devices such as headsets or ear buds (so as not to disturb others). The use of headphones with all types of music players is required.

(20) **Food and beverages.** Food and beverages are prohibited in the pool and pool deck area, except: commercially bottled water in plastic bottles are allowed on the pool deck area for patron hydration.

PLAYGROUND, AND PARK POLICIES

(1) **Use at Own Risk.** Patrons and Guests may use the playgrounds and parks at their own risk and must comply with all posted signage.

(2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.

(3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children under the age of thirteen (13) years. Children must remain in the sight of adult supervisor at all times. All children are expected to play cooperatively with other children.

(4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.

(5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.

(6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.

(7) **Glass Containers.** No glass containers are permitted.

SUSPENSION AND TERMINATION OF PRIVILEGES

(1) **General Policy.** All persons using the Amenities and entering District property are responsible for compliance with, and shall comply with, the Amenity Policies established for the safe operations of the District's Amenities. District Staff must protect the rights and privileges of rule-abiding Patrons, and inappropriate behavior by Patrons or their Guests will not be tolerated.

(2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager, and District Counsel shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;

- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Policies);
- f. Treats the District's supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

(3) ***Authority of District Staff and Members of the Board of Supervisors.*** District Staff or their designee, and any member of the Board of Supervisors, has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

(4) ***Process for Suspension or Termination of Access and Use Privileges.*** Subject to the rights of District Staff set forth in Section 3 above, the following process shall govern suspension and termination of privileges:

- a. Offenses:
 - i. First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
 - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
 - iii. Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
- b. Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.
- c. Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates

these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.

- d. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

(5) ***Legal Action; Criminal Prosecution.*** If any person is found to have committed any of the infractions noted in Section 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Household.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

NOTICE:

THE DISTRICT'S PROPERTY IS PROTECTED BY VIDEO CAMERAS. USERS, PATRONS AND GUESTS MUST ABIDE BY THE DISTRICT'S RULES AND BY THE POLICIES AND SHALL MAINTAIN THE APPROPRIATE LEVEL OF DECORUM OR, IF YOU ARE ABUSIVE TO OTHER

USERS, PATRONS AND GUESTS, YOU WILL BE ASKED TO LEAVE THE PREMISES OR BE REMOVED BY THE APPROPRIATE MEANS. THIS VIDEO WILL BE USED IN ORDER TO PROSECUTE ANY PERSON THAT VIOLATES THE DISTRICT’S RULES. IF THE BEHAVIOR CONTINUES BY THE RESIDENT, THIS MAY RESULT IN ACTION TAKEN BY THE BOARD OF SUPERVISORS OF THE DISTRICT, INCLUDING BUT NOT LIMITED TO, A SUSPENSION OR TERMINATION OF THE RESIDENT'S PRIVILEGES TO THE AMENITIY FACILITIES, OR OTHER ACTION PERMITTED UNDER FLORIDA LAW. NOTICE OF THE DISTRICT’S BOARD OF SUPERVISORS' INTENTION TO CONSIDER SUCH ACTION DURING A PUBLIC MEETING SHALL BE PROVIDED TO THE RESIDENT AGAINST WHOM SUCH ACTION WILL BE CONSIDERED.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts’ limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above amended Rule on the District’s Amenity Policies & Rates were adopted on January 18, 2024, by the Board of Supervisors for the Highland Meadows II Community Development District.

Brian Mendes

Secretary/Assistant Secretary

Deborah Galbraith

Chairperson, Board of Supervisors

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

Implemented Florida Law: Section 190.012, *Florida Statutes*; Section 190.011, *Florida Statutes*; Section 120.54, *Florida Statutes*; Section 120.69, *Florida Statutes*; and Section 768.28, *Florida Statutes*

**EXHIBIT A
AMENITY RATES**

TYPE	RATE
Annual User Fee	\$2500.00
Additional Household Member Access Card	\$10.00
Replacement Access Card	\$30.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

Amenity Facilities Access Card Registration Form

NAME: _____ DOB IF UNDER 18: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ACCEPTANCE:

I acknowledge receipt of one (1) Facility Access Card and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my Facility Access Card. It is understood that Facility Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its agents, officers and employees from any and all liability for any injuries that might occur in conjunction with the use of any of the District's amenity facilities (including but not limited to: swimming pools, playground equipment, other facilities), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

RECEIPT OF DISTRICT RULES & RATES:

I acknowledge that I have been provided and understand the terms in the **Amenity Facility Policies**.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Facility Policies** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

Highland Meadows II Community Development District
c/o Breeze Connected, LLC
1540 International Parkway, Suite 2000
Lake Mary, Florida 32746
Telephone: (813) 565-4663
Email: patricia@breezehome.com

OFFICE USE ONLY

Date Received

Date Entered in System

Staff Member Signature

Facility Access Card Number:

New Construction: _____

Re-Sale: _____

Prior Owner: _____

Rental: _____

Landlord/ Owner: _____

Lease Term: _____

Non- Homeowner: _____

Homeowner Name: _____

Replacement Card #: _____

Date: _____

Cash/Check #: _____

Staff Int.: _____

EXHIBIT “B”

“PROPOSAL”

[See attached.]



Towing Agreement:

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between Bolton's Towing Service Inc., hereinafter referred to as "Bolton's Towing", and Highland Meadows II CDD__, hereinafter referred to as "Property Management".

WITNESSETH: WHEREAS, Bolton's Towing desire to provide towing services to the Property Management in the nature of removing unauthorized vehicles parked at the Property Management's property, known as _____ Highland Meadows II CDD_____ (Complex, Center, or Community); and located at: 1015 Condor Dr, Haines City, FL 33844

_____ ; and

WHEREAS, Property Management desires to accept the services of Bolton's Towing upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, it is agreed:

Bolton's Towing represents that it is regularly engaged in the business of towing motor vehicles.

Bolton's Towing shall be and is hereby authorized to remove, tow and store vehicles abandoned or improperly parked on the property belonging to the Property Management. Bolton's Towing shall exercise reasonable care in the removal and storage of any vehicles. Bolton's Towing shall promptly after requested to so by Property Management, remove any vehicles as are designated by Property Management as being parked without the authorization of the Property Management on the property known as the common areas of _____ Highland Meadows II CDD_____

The removal and lien thereof of vehicles parked with authorization is governed by Florida Statute 715.07 (hereinafter call the "LAWS"). Each of the parties hereto shall abide by and discharge their respective

responsibilities under the LAWS, now existing or as they may hereinafter be amended, including any ordinance passed by Polk or Osceola County.

Bolton's Towing agrees to look solely to the owner, lessee or driver of all vehicles parked without authorization of the Property Management and towed and stored by Bolton's Towing for all costs of towing and storage. The Property Management shall have no financial obligation to Bolton's Towing for either towing or storage charges or both. The Property Management agrees that signs are posted on the property, which signs shall comply with the provisions of the LAWS, which signs shall be provided by Bolton's Towing at a reasonable cost for the required materials. This Agreement will be signed by Property Management's authorized agent directing the removal of each vehicle parked on the property without authorization, which vehicle shall be removed by Bolton's Towing pursuant to the terms and provisions of this Agreement.

Property Management hereto hereby indemnifies and agrees to hold the harmless, Bolton's Towing from any breach by the indemnitor of the indemnitor's obligations under the Property Management's Rules and Regulation, Covenant's, and/or By-Laws governing described property, which breach causes the indemnitee hereunder damage or injury as a direct and proximate result of said breach by the indemnitor. This indemnification shall include, but not be limited to, any damage so sustained by the indemnitee and any attorneys' and/or court cost incurred in either defending such claim for damages or in prosecuting any obligation under this indemnification. Furthermore, it is agreed that in the event of any litigation related to the removal of any vehicle at the request of Property Management, excluding any physical damage claims, if pursuant party receives a judgment, settlement, or award in its favor (the "Receiving Party") against the other party ("Bolton's Towing") in such litigation, Property Management will pay upon demand all of the Bolton's Towing all costs, charges, and expenses (including but not limited to reasonable attorneys' fees actually incurred, court costs, and expert witness fees) arising out of such litigation (including the costs of any appeal related thereto).

Bolton's Towing, shall at all times during the existence of the Agreement be fully insured through an insurance company, which such insurance shall insure Bolton's Towing solely from any damage as a result of the negligent towing of a motor vehicle or damage or injury to any motor vehicle, or occupant thereof, towed pursuant to and in accordance with the Agreement. Such insurance policy shall provide therein that the policy may not be cancelled except only after ten (10) days' written notice served upon both the Property Management. This Agreement shall be effective as of the date hereof and, unless sooner terminated pursuant to the provision hereof, shall continue in full force and effect until the first (1st) anniversary of the date hereof (the "Term"), with automatic yearly renewals thereafter, provided, however, that either party may cancel the Agreement at any time by notice in writing to the other by hand delivery or mailed by certified mail at the address set forth below.

All notices required pursuant to this Agreement are to be sent to the parties, by U. S. Mail at the following addresses:

Property Management:

Breeze

TO: Bolton's Towing

2690 Ave E SW

Winter Haven, FL 33880.

Bolton's Towing shall, upon removal of any vehicles, forthwith notify the nearest police department of such removal, together with the identification of the name and location of the person who authorized the removal of said vehicle. The Property Management's authorized representative or agent shall obtain the license number, vehicle make, and other descriptive identification for the purpose of telephone notice for removal to Bolton's Towing.

Please provide the following information:

Property Management Company: Breeze

Phone: 813-565-4663 Fax: _____

Address: 1015 Condor Dr, Haines City, FL 33844

E-mail(s): larry@breezehome.com
patricia@breezehome.com

Special Instructions (i.e. Special hours, special days, permits, boats, commercial vehicles, etc.)

Hours of patrolling : (10pm-6am)

Immediate Tow-Away:

- Grass Street Side Walk

Authorized (other than the property management listed above) personnel and/or security company must be listed in order to receive any request via telephone, email, and/or fax.

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Security Guard/Valet Company Name: _____

Address: _____

Phone: _____ Fax: _____

Please attach all ID badges to all security guards assigned to the property.

We will also need copies of **DRIVER'S LICENSES FOR ALL AUTHORIZED SIGNERS**. Any future additions and/or removal must be in writing and signed by the property manager, Association, and/or property owner.

SIGNS: Bolton's Towing, will provide signs with installation. However, if more signs are requested, please contact the office to make arrangements. If your firm would like to install the signs, then Bolton's Towing, will not be held liable for any improper installation. If there are signs up from previous towing service, signs will need to be removed by Property Management Company or Homeowners Association. This is property of the towing company and should be returned.

RULES AND REGULATIONS In order to provide you with excellent service, we request the association or property management company to provide us with a copy of the "Rules and Regulations" for each

development and any amendments thereto. (Please attach to the contract). Any amendments to the rules should be emailed prior to 5:00PM for immediate effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

Bolton's Towing

Signature: 

Printed Name: Tyler Bolton

Title: VP

Company: _____

Signature: 

Printed Name: Deborah Galbraith

Title: _____

EXHIBIT 5

AGENDA



Rizzetta & Company

Highland Meadows II Community Development District

Proposal for Professional Landscape Inspection Services

February 3, 2023

Presented by: Rizzetta & Company, Inc.

3434 Colwell Avenue, Suite 200
Tampa, FL 33614
813.933.5571

rizzetta.com

Rizzetta & Co. Landscape Inspection Services

“COMMITTED TO PRESERVING AND ENHANCING THE COMMUNITY LANDSCAPE”

One of the largest expenses in any planned community is landscape maintenance. Why not have a professional, experienced landscape manager ensuring it is thriving and beautifully framing the community as it was intended to be?

Our Landscape Inspection Services team includes a Landscape Designer, a former commercial landscape maintenance company account manager, and two prior owners of multi-dimensional landscape service firms. Rizzetta & Co.'s Landscape Inspection Services team has a combined total of more than 100 years serving Florida community landscapes!

Each of our Landscape Specialists is Best Management Practices (BMP) certified in the state of Florida. Our team is committed to elevating the landscape maintenance in your community with detailed inspections, formal reporting, landscape planning, and effective vendor management strategies.

The first thing noticed in any community is its landscaping. It can convey a “Wow” factor to visitors, set a welcoming tone for residents, and help to increase home values within the community. Rizzetta & Co.'s Landscape Inspection Services team provides the expertise needed for a well-planned, well-maintained community landscape now and for the future.



Rizzetta & Company

How we do it

Community Asset Management Plan: Upon request and following fee agreement, perform a complete inventory of the community landscape assets and provide an inventory report to the board.

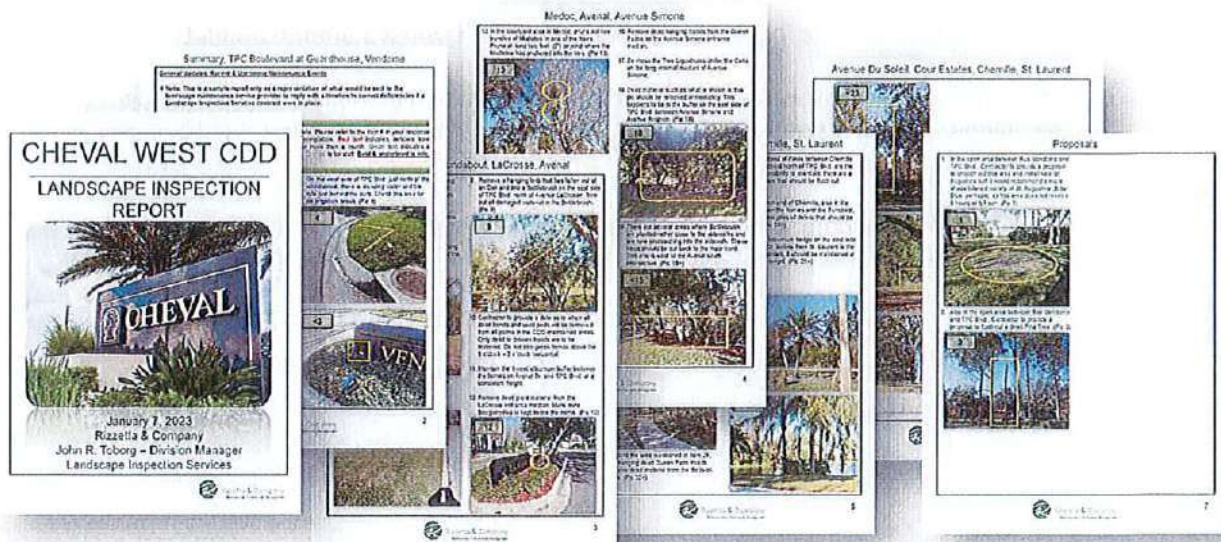
Landscape Design: Landscape designer on staff available for landscape consultation, enhancements, and design upon request and following fee agreement .

Landscape and Irrigation Specification Development: Upon request and following fee agreement, develop a request for proposal (RFP) document to include a customized set of standards and specifications based on the community needs and budget. We will conduct the bidding process, review, and prepare bid tabulation documents for the board and assist the board with reviewing the bid tabulation and other pertinent information.

Landscape Maintenance Inspections: Perform grounds inspections, provide the board with an inspection report (see sample below), notify maintenance contractor of deficiencies in service, and obtain proposals for landscape projects.

Landscape Turnover Inspections: Attend landscape turnover meeting and participate in the inspection on behalf of the board. Follow up report provided.

Master Task Project Plan for Mature Communities: Upon request and following fee agreement, develop a project plan specific to landscape replacement and enhancement for the common areas. Emphasis is on maturing landscape in the community and budgeting accordingly.



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Scope of Services

Rizzetta & Co. is pleased to provide this proposal for professional Landscape Inspection Services. These services will be provided on a recurring basis, with a detailed description provided below.

Landscape Inspection Services:

- Perform one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape and irrigation maintenance contracts.
- Provide the District with one (1) monthly landscape inspection report, which shall be included in the District's agenda package and may contain, among other things, recommended action items.
- Upon request of the District, attend up to three (3) District meetings in person, three (3) District meetings electronically, per fiscal year, to review landscape maintenance inspection report or discuss other landscape-related issues.
- Notify landscape maintenance contractors of deficiencies in service or the need for additional care.
- Monitor the progress of landscape maintenance contractors in accordance with scope of work provided in maintenance contracts with the District.
- Upon request, provide input, for preparation of the District's annual budget.
- Upon request and following fee agreement, prepare and develop a scope of services for landscape & irrigation maintenance proposals and oversee entire bidding process.
- Obtain additional competitive landscape maintenance proposals for incidental work as requested by the District and provide them to the District Manager.



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Our Professional Landscape Inspection Services Fee

Based on the Scope of Services, Rizzetta & Co. proposes the following Landscape Inspection Services fee:

Option 1. – Scope of Services as presented (service fee will be billed monthly):

- \$760/mt. - \$9120.00/yr.

Option 2. – Scope of Services as amended (service fee will be billed bi-monthly):

- Perform one (1) bi-monthly (every other month) landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts.
- Provide the District with one (1) bi-monthly (every other month) landscape maintenance inspection report which shall be provided in the District's agenda package and include, among other things, recommended action items.
- Attend three (3) District meetings in person, per fiscal year, to review Landscape Inspection Report and/or to discuss other landscape-related items.

\$860.00 bi-monthly - \$5160.00/yr.

Submitted

By: _____

Lucianno Mastrionni, Director, Community Services

Rizzetta & Co., Inc.

Date: _____

Accepted

By: _____

Print: _____

For: Highland Meadows II Community Development District

Date: _____



Rizzetta & Company

CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES

DATE: February 24, 2023

BETWEEN: RIZZETTA & COMPANY, INC.
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "Consultant")

AND: HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "District," and together with Consultant, the "Parties.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional landscape inspection services (hereinafter referred to as "Contract") is for the Consultant to provide professional landscape inspection services to the District pursuant to industry standards and best practices. A detailed description of these services is provided below.
 - A. **STANDARD ON-GOING SERVICES.** The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:
 - i. Perform one (1) bi-monthly (every other month) landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts – should the District desire additional inspections, the Parties agree to negotiate a fee for such additional services in good faith and such additional fee(s) shall be produced in writing and executed by both Parties.



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**CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT**

- ii. Provide the District with one (1) bi-monthly (every other month) landscape inspection report, which shall be provided in the District's agenda package and include, among other things, recommended action items.
- iii. Upon request of the District, attend up to three (3) monthly District meetings in person or via phone to review landscape maintenance inspection report.
- iv. Notify landscape maintenance contractors about deficiencies in service or need for additional care.
- v. Monitor the progress of landscape maintenance contractors in accordance with scope of work provided in maintenance contracts with the District, which may be amended from time to time.
- vi. Provide input for preparation of the District's annual budget.
- vii. Obtain landscape maintenance proposals as requested by the District and provide them to the District Manager.

B. TIME FRAME. The Standard On-Going Services shall be provided on a bi-monthly (every other month) basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, or necessary to carry out the Services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to, attendance at additional meetings, District presentations, vendor responses and Landscape and Irrigation Maintenance RFP's. If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.

III. LITIGATION SUPPORT SERVICES. Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the



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**CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT**

District has issued its written approval of the description and fees for such services to the Consultant.

IV. TERM. The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

V. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, and III of this Contract is shown in **Exhibit A** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit A**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit A**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such



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CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit A**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.
- v. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit A**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit A** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit A**.
- ii. **Additional Services.** Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit A**.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit A**.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

All invoices will be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.



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**CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT**

- VI. SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- VIII. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.
- IX. RESPONSIBILITIES.**
- A. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
- B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- X. DISAGREEMENTS BETWEEN DISTRICT AND LANDSCAPE CONTRACTOR.** Consultant shall, as necessary, render a written opinion on all claims of District and the landscape contractor relating to the acceptability of the landscape contractor's work or the interpretation of the requirements of the landscape and irrigation contract documents pertaining to the progress of landscape contractor's work.
- XI. TERMINATION.** This Contract may be terminated as follows:
- A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant at the address noted herein.



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- B. By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be affected by written notice to District at the address noted herein.
- C. By the Consultant or District, for any reason, upon provision of a minimum of thirty (30) days written notice of termination to the address noted herein.
- D. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

- A. All invoices are due and payable within forty-five (45) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70, Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Hillsborough County, Florida.
- D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the



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CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

Consultant.

- F. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G. Dissolution of court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

- A. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.
- B. **CONSULTANT INDEMNIFICATION.** The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.
- C. **Sovereign Immunity; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the



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HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIV. INSURANCE.

- A. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost



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HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

- XV. **ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.
- XVI. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.



Rizzetta & Company

**CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT**

XVII. NOTICES. All notices, requests, consents and other communications under this Contract ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Highland Meadows II
Community Development District
3434 Colwell Avenue, Ste. 200
Tampa, FL 33614
Attn: District Manager

With a copy to: Latham Luna LLP
111 N. Magnolia Ave., Ste. 1400
Orlando, Florida 32801
Attn: Kristen Trucco, Esq.

If to the Consultant: Rizzetta & Company, Inc. 3434
Colwell Avenue, Suite 200
Tampa, FL 33614
Attn: Lucianno Mastrianni

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

XVIII. EFFECTIVE DATE. This Contract shall become effective March 1, 2023, upon execution by both the District and the Consultant and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.

XIX. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.



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CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

- XX. **AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XXI. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXII. **THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXIII. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIV. **ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the



Rizzetta & Company

CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

- XXV. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- XXVI. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes: Consultant represents that Consultant is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Consultant otherwise complied with its obligations thereunder, the District shall promptly notify the Consultant and the Consultant will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Consultant will be liable for any additional costs incurred by the District.

[Remainder of Page intentionally blank]




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CONTRACT FOR PROFESSIONAL LANDSCAPE INSPECTION SERVICES
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: 
PRINTED NAME: William J. Rizzetta
TITLE: President
DATE: 1.12.2024

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

BY: _____
PRINTED NAME: Deborah Galbraith
TITLE: Chairman/Vice Chairman
DATE: _____

ATTEST:


Vice Chairman/Assistant Secretary
Board of Supervisors
Brian McAdams
Print Name



Rizzetta & Company

EXHIBIT A
Schedule of Fees

Standard On-Going Services will be billed in advance bi-monthly pursuant to the following schedule:

BI-MONTHLY
\$860

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

Job Title:	Hourly Rate:
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Director	\$250.00
Information Technology Manager	\$225.00
Regional District Manager	\$225.00
Financial Services Manager	\$225.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Senior Helpdesk Support Engineer	\$175.00
Financial Analyst	\$150.00
Division Manager, Landscape Inspection Services	\$150.00
Senior Accountant	\$150.00
Landscape Specialist	\$125.00
Financial Associate	\$125.00
Community Association Coordinator	\$100.00
Staff Accountant	\$100.00
Information Technology	\$100.00
Accounting Clerk	\$85.00
Administrative Assistant	\$85.00



Rizzetta & Company

EXHIBIT 6

AGENDA

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ___ inured to my special private gain or loss;
- ___ inured to the special gain or loss of my business associate, _____ ;
- ___ inured to the special gain or loss of my relative, _____ ;
- ___ inured to the special gain or loss of _____, by whom I am retained; or
- ___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

_____ Date Filed

_____ Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

EXHIBIT 7

AGENDA

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT
TEMPORARY LICENSE AGREEMENT

This **TEMPORARY LICENSE AGREEMENT** (the “Agreement”) is made on this _____ day of _____, 2024 (the “Effective Date”), by and between the **Highland Meadows II Community Development District** (the “District”), and _____ (the “Licensee”).

RECITALS

WHEREAS, the District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended;

WHEREAS, the District is the owner of certain real property, as further described in **Exhibit “A”** attached hereto (hereinafter, the “License Area”);

WHEREAS, the Licensee desires to temporarily use the License Area from _____ for purposes of _____; and

WHEREAS, the District and Licensee agree to enter into this Agreement regarding the Licensee’s temporary use of the License Area.

NOW THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

1. Recitals. The recitals above are true and correct and are hereby incorporated by this reference.

2. Term. This Agreement shall grant permission to Licensee to use the License Area from _____ (the “Term”), after Licensee has participated in the pre-use inspection detailed in paragraph 4 herein.

3. Use of License Area.

A. Licensee covenants and agrees that it shall use the License Area solely for the purpose of _____ (hereinafter, the “Permitted Use”).

B. The rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by the District, the District’s agents or other licensees in accordance with their respective licenses.

4. Pre-Use and Post-Use Inspections and Restoration Obligations.

A. Licensee agrees to participate in the District's pre-use and post-use inspections in order to ensure complete restoration and cleaning of the License Area to its original condition. Licensee agrees and consents to restore the License Area to its original condition, as such condition is determined by the District in the District's sole discretion, and Licensee shall be responsible for all fees and costs to restore the License Area to its original condition.

5. Damage. In the event that the Licensee, its respective employees, agents, invitees and/or contractors (or their subcontractors, employees, materialmen or independent contractors) cause damage to any property owned by the District, including the License Area, or any improvements located therein, in the exercise of the rights granted herein or as a result of this Agreement, the Licensee shall reimburse the District for the repair of such damage within fourteen (14) days of receiving written notice and direction from the District. Licensee agrees that such repair costs may be made a lien on the Licensee's own property, enforceable by the District, if the Licensee fails to reimburse the District within fourteen (14) days, as specified herein.

6. Indemnification. Licensee agrees to indemnify and defend the District, and the District's officers, supervisors, agents, employees and assigns (collectively the "District's Agents"), against, and to hold the District and the District's Agents harmless from, any and all claims, actions, causes of action, losses, expenses, demands, liabilities, costs and expenses, including, but not limited to, the fees and expenses of any attorneys, paralegals and experts reasonably incurred by District or the District's Agents (including said fees and expenses incurred upon any appeal), directly or indirectly arising out of, based upon, or resulting from Licensee's use of the License Area and/or this Agreement. This indemnity includes and extends to all liabilities, obligations, claims or actions based upon or arising out of damage, illness or injury (including death) to any person or property caused by or sustained in connection with this Agreement. This indemnity shall survive the termination or cessation of this Agreement.

7. Compliance with Laws, Rules and Regulations. Licensee (and on behalf of its respective employees, agents, invitees and/or contractors) consents and agrees to (a) comply with all applicable laws, permits, approvals, codes and requirements of applicable governmental authorities; and (b) all rules and policies adopted by the District that are related to this Agreement. Nothing in this Agreement is intended or shall be construed as the District having agreed to subject any of its property or premises to liability under any mechanic's or other similar lien law, nor to undertake any cost or expense related to this Agreement.

8. Obligation.

A. Notwithstanding anything contained herein, Licensee's and/or its agents', guests', employees', invitees', representatives' or designees', access and utilization of the License Area shall not cause damage to or materially interfere with the use, operation or maintenance of any part of the License Area (or any of the District's improvements located thereon) or with any of the District's other operations or activities or those of the general public.

B. Licensee shall promptly reimburse the District for the costs of repair of any damage to the License Area, or any improvements located thereon, directly or indirectly caused Licensee's use of the License Area.

9. Termination of Agreement. The District reserves the right to immediately and without advanced notice terminate this Agreement if there is any violation of the terms, conditions or provisions of this Agreement, or, if in the judgment of the District or Polk County, there is a reasonable likelihood that continuation of the event will cause damage to the District or others.

10. Insurance. The “Highland Meadows II Community Development District” shall be named as an additional insured on Licensee’s general liability insurance policy with a minimum limit of \$1,000,000 combined single limit per occurrence, protecting it and the District from claims for bodily injury (including death) and property damage which may arise from or in connection with Licensee’s use of the License Area, pursuant to the terms herein. Licensee shall provide the District with proof of insurance upon request.

11. Waiver. Licensee waives and releases all claims against District, its officers, directors, agents, employees, contractors and servants, and agrees that the District shall not be liable for injury to persons or damage to property sustained by Licensee or by any occupant of the License Area, resulting directly or indirectly from any existing or future condition, defect, matter, or thing in the License Area and/or or from any occurrence, act, negligence or omission of any of the District’s officers, directors, agents, employees, contractors and servants. Licensee has inspected the License Area and is aware of its current condition and accepts the use of the License Area in its “as is condition.”

12. Governing Law and Construction of Agreement.

A. This Agreement and all matters related hereto shall be governed by and construed in conformity with the laws of the State of Florida. If this Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision shall be stricken from this Agreement without affecting the binding force and effect of the Agreement or any of its other provisions. Licensee shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the License Area.

13. Sovereign Immunity and Public Records.

A. Nothing contained herein, or in the Agreement, shall cause or be construed as a waiver of the District’s immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

B. Licensee understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Licensee agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

15. Notice.

A. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Highland Meadows II Community Development District
c/o BREEZE

Attention: District Manager
Telephone:
Email:

Copy to: [counsel]_____

If to Licensee: _____

B. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

16. Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

17. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired.

18. Disclaimer. The District makes no representations, statements, warranties or agreements in connection with this Agreement that the License Area is suitable for the Permitted Use. Licensee's use of the License Area is at its own risk.

19. Interpretation. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Polk County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN POLK COUNTY, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by duly authorized representatives, all as of the date first set forth above.

[Space intentionally left blank.]

CO-SIGNATURE PAGE TO THE TEMPORARY LICENSE AGREEMENT BETWEEN []
COMMUNITY DEVELOPMENT DISTRICT AND []

Witnesses:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

District:

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

Sign: _____

Print: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF POLK)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____ 2024, by _____, as Chairman of the Board of Supervisors, of the **HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida. He/She is [] personally known to me, or [] has produced a valid driver's license as identification.

Notary Public
My Commission Expires: _____

CO-SIGNATURE PAGE TO THE TEMPORARY LICENSE AGREEMENT BETWEEN []
COMMUNITY DEVELOPMENT DISTRICT AND []

Witnesses:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Licensee:

_____ **OWNERS**
ASSOCIATION, INC., a Florida not for
profit corporation

Sign: _____

Print: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____ 2024, by _____, as _____ of the [_____], a [Florida not for profit corporation,] on behalf of the corporation. She/he is [] personally known to me or [] has produced a Driver's License as identification.

Notary Public
My Commission Expires: _____

EXHIBIT “A”

Legal Description of “License Area”

See attached legal description.

EXHIBIT 8

AGENDA

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023-2024 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Highland Meadows II Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2023-2024 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023-2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28th day of March 2024.

ATTEST:

**HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Comp. Exhibit A: Fiscal Year 2023-2024 Annual Meeting Schedule

EXHIBIT "A"

**BOARD OF SUPERVISORS MEETING DATES
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023-2024**

The Board of Supervisors of the Highland Meadows II Community Development District will hold their regular meetings for Fiscal Year 2023-2024 at Shamrock First Baptist Church, 2661 Marshall Rd., Haines City, FL 33844 on the fourth Thursday of the month at 4:30 p.m., unless otherwise indicated as follows:

Thursday, March 28, 2024
Thursday, April 25, 2024
Thursday, May 23, 2024
Thursday, June 27, 2024
Thursday, July 25, 2024
Thursday, August 22, 2024
Thursday, September 26, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Artemis Connected, LLC d/b/a Breeze, 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746 or by calling (813) 565-4663.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 565-4663 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

EXHIBIT 9

AGENDA



U.S. Bank, N.A.
Global Corporate Trust
225 E. Robinson Street, Suite 250
Orlando, FL 32801

James Audette
Vice President
Email: james.audette@usbank.com
Phone: 407-835-3820 Fax: 407-835-3814

Amortization Recalculation Agreement

March 15, 2024

Highland Meadows II Community Development District
c/o District Manager
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

Re: Highland Meadows II Community Development District Master Trust Indenture and as supplemented

Dear Sir/Madam:

U.S. Bank Trust Company, National Association (“U.S. Bank” or the “Recalculation Agent”) hereby agrees with the Highland Meadows II Community Development District (the “District”) to act as the District’s Amortization Recalculation Agent. The duties of U.S. Bank are set forth in this Amortization Recalculation Agreement (the “Agreement”). The purpose of this Agreement is to provide calculations to the District to facilitate the District’s compliance with the provisions of the Indenture concerning the calculation of bond debt payments. U.S. Bank is acting as an independent contractor for this purpose and is not an agent of the District.

1. **Duties:** U.S. Bank shall have only such duties as are specifically set forth herein. U.S. Bank shall provide to the District up to two (2) re-amortization schedules per calendar year per bond issue as requested by the District. Recalculations will take into account bond redemptions as specified by the District with the goal of creating a schedule of substantially level annual debt service for the remaining bond term. The District shall be solely responsible for determining whether any such recalculated amortization schedule meets the requirements of the applicable trust indenture.
2. **Fees:** The fee for U.S. Bank’s services under this Agreement will be \$250 per schedule to be paid in arrears with annual administration fees for the applicable bond issue.
3. **Termination:** Both the District and U.S. Bank will have the right to terminate this Agreement upon 30 days prior written notice.
4. **Representation of the District:** The District represents and warrants that it will provide in a timely manner all information necessary for U.S. Bank to carry out its duties under this Agreement and as otherwise requested by U.S. Bank.
5. **Reliance on Documents, etc.** U.S. Bank may conclusively rely on the truth and accuracy of all Information furnished to U.S. Bank by the District.



U.S. Bank shall not be liable for any error of judgment made in good faith. U.S. Bank shall not be liable except to the extent that a court of competent jurisdiction determines that U.S. Bank's gross negligence or willful misconduct hereunder was the sole cause of the District's loss and in no event shall U.S. Bank's liability exceed an amount equal to the fees paid by the District to U.S. Bank. Notwithstanding the preceding, in no event shall U.S. Bank be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the U.S. Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

- 6. Indemnification: To the extent allowed by law, the District shall indemnify and hold U.S. Bank harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be determined by a court of competent jurisdiction to have been caused solely by the Bank's gross negligence or willful misconduct). Such indemnification and hold harmless provision shall survive the termination of this Agreement or the Indenture or discharge of the Bonds.
- 7. Waiver of Jury Trial: EACH OF THE DISTRICT AND U.S. BANK KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY.
- 8. Agreement Governed by Florida Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida without application of its conflicts of laws principles.
- 9. Amendments: This Agreement may be amended only by a written instrument executed by both parties.
- 10. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the recalculation of amortization schedules.

This Agreement shall be effective upon the District's acceptance hereof as indicated below.

Sincerely,
U.S. Bank Trust Company, National Association

Approved and Accepted:
Highland Meadows II Community Development District

By: James Audette
Its: Vice President

By: _____
Its: _____
Date: _____

EXHIBIT 10

AGENDA

REBATE REPORT

\$5,765,000

**Highland Meadows II
Community Development District
(City of Davenport, Polk County, Florida)**

**Special Assessment Bonds, Series 2019
(Assessment Area 7/7A Project)**

**Dated: December 16, 2019
Delivered: December 16, 2019**

**Rebate Report to the Computation Date
December 16, 2024
Reflecting Activity To
February 29, 2024**



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

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March 20, 2024

Highland Meadows II Community Development District
c/o Ms. Patricia Thibault
Director - District Management Services
Breeze
1540 International Parkway
Suite 2000
Lake Mary, FL 32746

Re: \$5,765,000 Highland Meadows II Community Development District (City of Davenport, Polk County, Florida), Special Assessment Bonds, Series 2019 (Assessment Area 7/7A Project)

Dear Ms. Thibault:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Highland Meadows II Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage and Yield Restriction Liability as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage and Yield Restriction Liability based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage and Yield Restriction Liability.

We have scheduled our next Report as of December 16, 2024, the Computation Date. Thank you very much for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the December 16, 2024 Computation Date
Reflecting Activity from December 16, 2019 through February 29, 2024

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	1.378726%	48,590.41	(116,700.87)
Debt Service Reserve Fund	1.155658%	8,001.43	(24,629.44)
Capitalized Interest Fund	0.442692%	616.75	(6,398.71)
Cost of Issuance Fund	1.238692%	67.63	(201.35)
Totals	1.312862%	\$57,276.22	\$(147,930.37)
Bond Yield	4.262133%		
Rebate Computation Credits			(8,138.97)
Net Rebatable Arbitrage			\$(156,069.34)

Based upon our calculations, no rebate liability exists.

SUMMARY OF YIELD RESTRICTION COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the December 16, 2024 Computation Date
Reflecting Activity from December 16, 2022 through February 29, 2024

Fund Description	Taxable Inv Yield	Yield Restriction Liability
Acquisition & Construction Fund	4.690074%	2,087.62
Totals	4.690074%	\$2,087.62
Bond Yield (+0.125%) *	4.387133%	

* Pursuant to the Treasury Regulations Section 1.148-2(d)(2), for yield restriction purposes, the Bond Yield is adjusted upwardly by 0.125% for funds not held in a refunding escrow or allocable to replacement proceeds.

Based upon our computations, a yield restriction liability of \$2,087.62 exists. We recommend that the District allocate funds, in at least the amount of the current liability, for future payment to the IRS.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatale Arbitrage and Yield Restriction Liability, investment activity is reflected from December 16, 2019, the date of the closing, to February 29, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of December 16, 2024.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between December 16, 2019 and February 29, 2024, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

December 16, 2024.

7. Computation Period

The period beginning on December 16, 2019, the date of the closing, and ending on February 29, 2024.

8. Temporary Period

The period ending three years from the date of the closing during which time arbitrage profits and losses may be blended.

9. Yield Restriction Period

The period subsequent to the Temporary Period that proceeds are yield restricted to the yield on the Bonds, plus 0.125%.

10. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

11. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

12. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

13. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

14. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

15. Yield Restriction Liability

The Rebatable Arbitrage accumulated after the Temporary Period, at the bond yield plus 0.125%.

16. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund / Account	Account Number
Revenue	238445000
Acquisition & Construction	238445001
Cost of Issuance	238445002
Capitalized Interest Fund	238445004
Interest	238445003
Sinking	238445005
Prepayment	238445007
Debt Service Reserve	238445006
General	238445008

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebateable Arbitrage and Yield Restriction Liability, as of February 29, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to December 16, 2024. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on December 16, 2024, is the Rebateable Arbitrage and Yield Restriction Liability.

\$5,765,000
Highland Meadows II Community Development District
(City of Davenport, Polk County, Florida)
Special Assessment Bonds, Series 2019
(Assessment Area 7/7A Project)
Delivered: December 16, 2019

Sources of Funds	
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Par Amount	\$5,765,000.00
Total	\$5,765,000.00

Uses of Funds	
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Acquisition & Construction Fund	\$4,890,642.19
Debt Service Reserve Fund	346,482.50
Capitalized Interest Fund	210,050.31
Cost of Issuance Fund	202,525.00
Underwriter's Discount	115,300.00
Total	\$5,765,000.00

PROOF OF ARBITRAGE YIELD

\$5,765,000

Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2019
 (Assessment Area 7/7A Project)

Date	Debt Service	Present Value to 12/16/2019 @ 4.2621328737%
05/01/2020	90,021.56	88,609.06
11/01/2020	120,028.75	115,680.20
05/01/2021	120,028.75	113,266.41
11/01/2021	225,028.75	207,919.88
05/01/2022	118,256.88	106,985.90
11/01/2022	223,256.88	197,763.95
05/01/2023	116,485.00	101,030.94
11/01/2023	226,485.00	192,338.39
05/01/2024	114,628.75	95,315.21
11/01/2024	229,628.75	186,954.99
05/01/2025	112,688.13	89,832.01
11/01/2025	232,688.13	181,622.35
05/01/2026	110,663.13	84,574.64
11/01/2026	235,663.13	176,348.18
05/01/2027	108,241.25	79,307.50
11/01/2027	238,241.25	170,915.15
05/01/2028	105,722.50	74,263.11
11/01/2028	235,722.50	162,124.59
05/01/2029	103,203.75	69,500.11
11/01/2029	243,203.75	160,362.35
05/01/2030	100,491.25	64,878.76
11/01/2030	245,491.25	155,185.96
05/01/2031	97,681.88	60,460.61
11/01/2031	247,681.88	150,104.91
05/01/2032	94,775.63	56,239.24
11/01/2032	249,775.63	145,122.58
05/01/2033	91,520.63	52,065.02
11/01/2033	251,520.63	140,101.51
05/01/2034	88,160.63	48,082.39
11/01/2034	258,160.63	137,861.65
05/01/2035	84,590.63	44,230.09
11/01/2035	259,590.63	132,900.54
05/01/2036	80,915.63	40,561.34
11/01/2036	260,915.63	128,062.53
05/01/2037	77,135.63	37,069.71
11/01/2037	267,135.63	125,700.81
05/01/2038	73,145.63	33,700.53
11/01/2038	273,145.63	123,221.02
05/01/2039	68,945.63	30,453.65
11/01/2039	273,945.63	118,478.40
05/01/2040	64,640.63	27,373.01
11/01/2040	279,640.63	115,946.95
05/01/2041	59,937.50	24,333.23
11/01/2041	284,937.50	113,264.27
05/01/2042	55,015.63	21,412.71
11/01/2042	290,015.63	110,522.07
05/01/2043	49,875.00	18,610.27
11/01/2043	294,875.00	107,733.26
05/01/2044	44,515.63	15,924.53
11/01/2044	299,515.63	104,909.69
05/01/2045	38,937.50	13,353.84
11/01/2045	303,937.50	102,062.14
05/01/2046	33,140.63	10,896.41
11/01/2046	313,140.63	100,810.11
05/01/2047	27,015.63	8,515.73
11/01/2047	317,015.63	97,842.96
05/01/2048	20,671.88	6,246.99
11/01/2048	320,671.88	94,884.24

PROOF OF ARBITRAGE YIELD

\$5,765,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2019
 (Assessment Area 7/7A Project)

Date	Debt Service	Present Value to 12/16/2019 @ 4.2621328737%
05/01/2049	14,109.38	4,087.74
11/01/2049	329,109.38	93,359.33
05/01/2050	7,218.75	2,005.03
11/01/2050	337,218.75	91,709.31
	10,539,769.25	5,765,000.00

Proceeds Summary

Delivery date	12/16/2019
Par Value	5,765,000.00
Target for yield calculation	5,765,000.00

BOND DEBT SERVICE

\$5,765,000

Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2019
 (Assessment Area 7/A Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/16/2019					
05/01/2020			90,021.56	90,021.56	
11/01/2020			120,028.75	120,028.75	210,050.31
05/01/2021			120,028.75	120,028.75	
11/01/2021	105,000	3.375%	120,028.75	225,028.75	345,057.50
05/01/2022			118,256.88	118,256.88	
11/01/2022	105,000	3.375%	118,256.88	223,256.88	341,513.76
05/01/2023			116,485.00	116,485.00	
11/01/2023	110,000	3.375%	116,485.00	226,485.00	342,970.00
05/01/2024			114,628.75	114,628.75	
11/01/2024	115,000	3.375%	114,628.75	229,628.75	344,257.50
05/01/2025			112,688.13	112,688.13	
11/01/2025	120,000	3.375%	112,688.13	232,688.13	345,376.26
05/01/2026			110,663.13	110,663.13	
11/01/2026	125,000	3.875%	110,663.13	235,663.13	346,326.26
05/01/2027			108,241.25	108,241.25	
11/01/2027	130,000	3.875%	108,241.25	238,241.25	346,482.50
05/01/2028			105,722.50	105,722.50	
11/01/2028	130,000	3.875%	105,722.50	235,722.50	341,445.00
05/01/2029			103,203.75	103,203.75	
11/01/2029	140,000	3.875%	103,203.75	243,203.75	346,407.50
05/01/2030			100,491.25	100,491.25	
11/01/2030	145,000	3.875%	100,491.25	245,491.25	345,982.50
05/01/2031			97,681.88	97,681.88	
11/01/2031	150,000	3.875%	97,681.88	247,681.88	345,363.76
05/01/2032			94,775.63	94,775.63	
11/01/2032	155,000	4.200%	94,775.63	249,775.63	344,551.26
05/01/2033			91,520.63	91,520.63	
11/01/2033	160,000	4.200%	91,520.63	251,520.63	343,041.26
05/01/2034			88,160.63	88,160.63	
11/01/2034	170,000	4.200%	88,160.63	258,160.63	346,321.26
05/01/2035			84,590.63	84,590.63	
11/01/2035	175,000	4.200%	84,590.63	259,590.63	344,181.26
05/01/2036			80,915.63	80,915.63	
11/01/2036	180,000	4.200%	80,915.63	260,915.63	341,831.26
05/01/2037			77,135.63	77,135.63	
11/01/2037	190,000	4.200%	77,135.63	267,135.63	344,271.26
05/01/2038			73,145.63	73,145.63	
11/01/2038	200,000	4.200%	73,145.63	273,145.63	346,291.26
05/01/2039			68,945.63	68,945.63	
11/01/2039	205,000	4.200%	68,945.63	273,945.63	342,891.26
05/01/2040			64,640.63	64,640.63	
11/01/2040	215,000	4.375%	64,640.63	279,640.63	344,281.26
05/01/2041			59,937.50	59,937.50	
11/01/2041	225,000	4.375%	59,937.50	284,937.50	344,875.00
05/01/2042			55,015.63	55,015.63	
11/01/2042	235,000	4.375%	55,015.63	290,015.63	345,031.26
05/01/2043			49,875.00	49,875.00	
11/01/2043	245,000	4.375%	49,875.00	294,875.00	344,750.00
05/01/2044			44,515.63	44,515.63	
11/01/2044	255,000	4.375%	44,515.63	299,515.63	344,031.26
05/01/2045			38,937.50	38,937.50	
11/01/2045	265,000	4.375%	38,937.50	303,937.50	342,875.00
05/01/2046			33,140.63	33,140.63	
11/01/2046	280,000	4.375%	33,140.63	313,140.63	346,281.26
05/01/2047			27,015.63	27,015.63	
11/01/2047	290,000	4.375%	27,015.63	317,015.63	344,031.26
05/01/2048			20,671.88	20,671.88	
11/01/2048	300,000	4.375%	20,671.88	320,671.88	341,343.76

BOND DEBT SERVICE

\$5,765,000

Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2019
 (Assessment Area 7/7A Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2049			14,109.38	14,109.38	
11/01/2049	315,000	4.375%	14,109.38	329,109.38	343,218.76
05/01/2050			7,218.75	7,218.75	
11/01/2050	330,000	4.375%	7,218.75	337,218.75	344,437.50
	5,765,000		4,774,769.25	10,539,769.25	10,539,769.25

\$5,765,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2019
 (Assessment Area 7/7A Project)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.262133%)
12/16/19	Beg Bal	-4,890,642.19	-6,038,715.34
12/31/19		371,694.94	458,197.84
12/31/19		25,752.53	31,745.80
12/31/19		17,450.30	21,511.43
12/31/19		200.00	246.55
12/31/19		128,475.16	158,374.61
12/31/19		38,738.98	47,754.53
12/31/19		2,740.50	3,378.28
12/31/19		3,000.00	3,698.18
12/31/19		4,440.00	5,473.30
12/31/19		312.65	385.41
01/17/20		709.00	872.26
01/17/20		2,159.00	2,656.16
01/27/20		254,488.47	312,723.72
02/20/20		38,043.51	46,623.31
02/20/20		654,091.88	801,606.62
02/20/20		59,957.25	73,479.17
02/20/20		16,943.96	20,765.26
02/20/20		92,882.96	113,830.48
02/21/20		56,114.50	68,761.72
02/21/20		10,913.47	13,373.17
02/21/20		48,310.07	59,198.31
02/21/20		37,635.50	46,117.88
02/21/20		482.00	590.63
02/21/20		11,876.60	14,553.38
02/27/20		6,075.00	7,438.97
02/28/20		304,686.64	373,051.62
03/12/20		722,356.11	882,987.58
03/12/20		42,162.43	51,538.16
03/12/20		36,439.07	44,542.08
03/17/20		15,539.70	18,984.16
03/26/20		747.50	912.23
03/31/20		19,500.00	23,786.04
04/03/20		36,275.00	44,232.58
04/08/20		34,975.00	42,622.43
04/08/20		16,453.56	20,051.20
04/20/20		568,336.45	691,632.55
05/27/20		15,539.70	18,829.12
06/03/20		199,132.15	241,114.64
06/05/20		883.00	1,068.91
06/16/20		12,935.00	15,638.22
06/19/20		12,900.50	15,591.03
06/19/20		528.00	638.12
06/19/20		3,655.00	4,417.29
06/26/20		22,839.00	27,579.67
06/26/20		81,226.00	98,086.02
06/26/20		26,800.00	32,362.85

\$5,765,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2019
 (Assessment Area 7/7A Project)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.262133%)
07/08/20		6,111.72	7,369.96
07/08/20		13,255.00	15,983.84
07/14/20		95,342.00	114,889.54
08/18/20		19,430.00	23,320.57
08/26/20		4,000.00	4,796.44
09/17/20		26,191.90	31,329.83
09/17/20		2,230.00	2,667.45
09/24/20		-173,241.25	-207,055.21
10/05/20		63,178.50	75,412.70
10/09/20		76,568.56	91,352.87
10/09/20		1,249.63	1,490.92
10/09/20		68,277.63	81,461.07
10/21/20		5,181.00	6,172.69
10/21/20		160.00	190.63
10/26/20		19,500.00	23,218.89
11/06/20		19,435.13	23,114.55
12/18/20		343.75	406.82
04/16/21		8,647.50	10,093.65
04/20/21		812.50	947.93
05/18/21		1,514.81	1,761.52
08/11/21		75.00	86.37
12/10/21		27,650.00	31,401.30
12/10/21		40.74	46.27
12/10/21		5,000.00	5,678.35
02/24/22		410.00	461.61
02/24/22		1,505.00	1,694.43
02/24/22		164.00	184.64
04/27/22		100.00	111.76
05/25/22		1,490.66	1,660.49
06/22/22		8,753.00	9,719.43
08/22/22		11,433.50	12,606.97
02/29/24	Bal	564,817.09	584,130.04
02/29/24	Acc	2,207.19	2,282.66

12/16/24	TOTALS:	48,590.41	-116,700.87

ISSUE DATE: 12/16/19 REBATABLE ARBITRAGE: -116,700.87
 COMP DATE: 12/16/24 NET INCOME: 48,590.41
 BOND YIELD: 4.262133% TAX INV YIELD: 1.378726%

\$5,765,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2019
 (Assessment Area 7/7A Project)
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.262133%)
12/16/19	Beg Bal	-346,482.50	-427,818.91
01/03/20		185.61	228.73
02/04/20		351.86	432.02
03/03/20		328.21	401.62
04/02/20		142.90	174.27
05/04/20		1.73	2.10
06/02/20		1.77	2.14
07/02/20		1.70	2.05
08/04/20		1.77	2.13
09/02/20		1.77	2.12
09/24/20		173,241.25	207,055.21
10/02/20		1.51	1.80
11/03/20		0.88	1.05
12/02/20		0.86	1.02
01/05/21		0.88	1.04
02/01/21		15,591.25	18,359.23
02/02/21		0.88	1.04
03/02/21		0.73	0.86
04/02/21		0.80	0.94
05/03/21		14,394.37	16,768.16
05/04/21		0.78	0.91
06/02/21		0.73	0.85
07/02/21		0.70	0.81
08/02/21		3,541.25	4,082.45
08/03/21		0.73	0.84
09/02/21		0.72	0.83
10/04/21		0.69	0.79
11/01/21		25,161.88	28,706.47
11/02/21		0.71	0.81
12/02/21		0.57	0.65
12/30/21		0.01	0.01
01/04/22		0.58	0.66
02/01/22		9,193.75	10,378.88
02/02/22		0.58	0.65
03/02/22		0.48	0.54
05/02/22		2,227.50	2,487.97
05/03/22		0.52	0.58
06/02/22		26.00	28.94
07/05/22		59.37	65.82
07/06/22		109.37	121.25
08/02/22		103.55	114.45
09/02/22		155.96	171.77
10/04/22		178.17	195.49
11/02/22		233.36	255.21
12/02/22		284.39	309.93
01/04/23		321.30	348.84
02/01/23		109.38	118.38

\$5,765,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2019
 (Assessment Area 7/7A Project)
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.262133%)
02/02/23		342.10	370.21
03/02/23		327.55	353.22
04/04/23		370.26	397.78
05/02/23		373.90	400.38
06/02/23		406.76	434.03
07/05/23		398.13	423.19
08/02/23		415.97	440.75
09/05/23		431.90	455.87
10/03/23		418.24	440.00
11/02/23		433.03	454.02
12/04/23		420.04	438.75
12/22/23		0.10	0.10
01/03/24		433.91	451.70
02/02/24		431.82	448.00
02/29/24	Bal	102,912.50	106,431.42
02/29/24	Acc	403.96	417.77

12/16/24	TOTALS:	8,001.43	-24,629.44

ISSUE DATE:	12/16/19	REBATABLE ARBITRAGE:	-24,629.44
COMP DATE:	12/16/24	NET INCOME:	8,001.43
BOND YIELD:	4.262133%	TAX INV YIELD:	1.155658%

\$5,765,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2019
 (Assessment Area 7/7A Project)
 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.262133%)
12/16/19	Beg Bal	-210,050.31	-259,359.40
05/01/20		90,021.57	109,409.96
11/02/20		119,961.13	142,738.81
11/27/20		684.36	811.92

12/16/24	TOTALS:	616.75	-6,398.71

ISSUE DATE:	12/16/19	REBATABLE ARBITRAGE:	-6,398.71
COMP DATE:	12/16/24	NET INCOME:	616.75
BOND YIELD:	4.262133%	TAX INV YIELD:	0.442692%

\$5,765,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2019
 (Assessment Area 7/7A Project)
 Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.262133%)
12/16/19	Beg Bal	-202,525.00	-250,067.53
12/16/19		48,000.00	59,267.95
12/16/19		30,000.00	37,042.47
12/16/19		43,500.00	53,711.58
12/16/19		5,250.00	6,482.43
12/17/19		1,500.00	1,851.91
12/23/19		5,775.00	7,124.83
01/14/20		68,500.00	84,303.32
06/23/20		67.63	81.70

12/16/24	TOTALS:	67.63	-201.35

ISSUE DATE:	12/16/19	REBATABLE ARBITRAGE:	-201.35
COMP DATE:	12/16/24	NET INCOME:	67.63
BOND YIELD:	4.262133%	TAX INV YIELD:	1.238692%

\$5,765,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2019
 (Assessment Area 7/7A Project)
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.262133%)
12/16/20		-1,760.00	-2,083.41
12/16/21		-1,780.00	-2,020.07
12/16/22		-1,830.00	-1,991.05
12/16/23		-1,960.00	-2,044.43

12/16/24	TOTALS:	-7,330.00	-8,138.97

ISSUE DATE: 12/16/19 REBATABLE ARBITRAGE: -8,138.97
 COMP DATE: 12/16/24
 BOND YIELD: 4.262133%

\$5,765,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2019
 (Assessment Area 7/7A Project)
 Acquisition & Construction Fund

YIELD RESTRICTION CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.387133%)
12/16/22	Beg Bal	-536,272.39	-584,897.36
02/29/24	Bal	564,817.09	584,700.10
02/29/24	Acc	2,207.19	2,284.89

12/16/24	TOTALS:	30,751.89	2,087.62

ISSUE DATE:	12/16/19	YIELD REDUCTION AMT:	2,087.62
COMP DATE:	12/16/24	NET INCOME:	30,751.89
BOND YIELD:	4.387133%	TAX INV YIELD:	4.690074%

EXHIBIT 11

AGENDA

REBATE REPORT

\$5,370,000

**Highland Meadows II
Community Development District
(City of Davenport, Polk County, Florida)**

**Special Assessment Bonds, Series 2017
(Assessment Area Five Project)**

**Dated: March 29, 2017
Delivered: March 29, 2017**

**Rebate Report to the Computation Date
March 29, 2027
Reflecting Activity To
February 29, 2024**



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
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March 20, 2024

Highland Meadows II Community Development District
c/o Ms. Patricia Thibault
Director - District Management Services
Breeze
1540 International Parkway
Suite 2000
Lake Mary, FL 32746

Re: \$5,370,000 Highland Meadows II Community Development District (City of Davenport, Polk County, Florida), Special Assessment Bonds, Series 2017 (Assessment Area Five Project)

Dear Ms. Thibault:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Highland Meadows II Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of March 31, 2025. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the March 29, 2027 Computation Date
Reflecting Activity from March 29, 2017 through February 29, 2024

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	0.495302%	8,280.98	(137,576.33)
Debt Service Reserve Fund	1.495411%	16,279.82	(60,945.21)
Capitalized Interest Fund	0.525269%	519.97	(8,074.82)
Cost of Issuance Fund	0.494039%	4.27	(71.13)
Totals	0.870747%	\$25,085.04	\$(206,667.49)
Bond Yield	5.437341%		
Rebate Computation Credits			(15,252.58)
Net Rebatable Arbitrage			\$(221,920.07)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatale Arbitrage, investment activity is reflected from March 29, 2017, the date of the closing, to February 29, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of March 29, 2027.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between March 29, 2017 and February 29, 2024, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

March 29, 2027.

7. Computation Period

The period beginning on March 29, 2017, the date of the closing, and ending on February 29, 2024.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund / Account	Account Number
Revenue	255620000
Acquisition & Construction	255620001
Cost of Issuance	255620006
Capitalized Interest Fund	255620003
Interest	255620002
Sinking	255620004
Prepayment	255620007
Debt Service Reserve	255620005
General	255620008

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage, as of February 29, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to March 29, 2027. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on March 29, 2027, is the Rebatable Arbitrage.

\$5,370,000
Highland Meadows II Community Development District
(City of Davenport, Polk County, Florida)
Special Assessment Bonds, Series 2017
(Assessment Area Five Project)
Delivered: March 29, 2017

Sources of Funds

Par Amount	\$5,370,000.00
Net Original Issue Discount	-25,434.40
Total	\$5,344,565.60

Uses of Funds

Acquisition & Construction Fund	\$4,777,122.43
Debt Service Reserve Fund	183,850.00
Capitalized Interest Fund	167,468.96
Cost of Issuance Fund	97,984.21
Underwriter's Discount	118,140.00
Total	\$5,344,565.60

PROOF OF ARBITRAGE YIELD

Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 \$5,370,000 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)
 \$2,700,000 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)

Date	Debt Service	Total	Present Value to 03/29/2017 @ 5.4373408424%
11/01/2017	251,635.90	251,635.90	243,810.39
05/01/2018	213,653.13	213,653.13	201,529.89
11/01/2018	333,653.13	333,653.13	306,391.02
05/01/2019	211,103.13	211,103.13	188,723.56
11/01/2019	341,103.13	341,103.13	296,870.99
05/01/2020	208,340.63	208,340.63	176,525.17
11/01/2020	343,340.63	343,340.63	283,209.93
05/01/2021	205,471.88	205,471.88	165,000.89
11/01/2021	340,471.88	340,471.88	266,174.07
05/01/2022	202,603.13	202,603.13	154,198.89
11/01/2022	347,603.13	347,603.13	257,554.65
05/01/2023	199,521.88	199,521.88	143,921.89
11/01/2023	349,521.88	349,521.88	245,449.02
05/01/2024	195,865.63	195,865.63	133,904.69
11/01/2024	355,865.63	355,865.63	236,850.44
05/01/2025	191,965.63	191,965.63	124,383.35
11/01/2025	356,965.63	356,965.63	225,172.72
05/01/2026	187,943.75	187,943.75	115,416.49
11/01/2026	362,943.75	362,943.75	216,985.11
05/01/2027	183,678.13	183,678.13	106,905.16
11/01/2027	363,678.13	363,678.13	206,067.27
05/01/2028	179,290.63	179,290.63	98,900.85
11/01/2028	369,290.63	369,290.63	198,317.63
05/01/2029	174,184.38	174,184.38	91,065.29
11/01/2029	374,184.38	374,184.38	190,449.54
05/01/2030	168,809.38	168,809.38	83,645.28
11/01/2030	378,809.38	378,809.38	182,732.67
05/01/2031	163,165.63	163,165.63	76,625.76
11/01/2031	388,165.63	388,165.63	177,465.44
05/01/2032	157,118.76	157,118.76	69,931.91
11/01/2032	392,118.76	392,118.76	169,908.67
05/01/2033	150,803.13	150,803.13	63,614.91
11/01/2033	400,803.13	400,803.13	164,600.16
05/01/2034	144,084.38	144,084.38	57,605.86
11/01/2034	404,084.38	404,084.38	157,279.61
05/01/2035	137,096.88	137,096.88	51,949.16
11/01/2035	412,096.88	412,096.88	152,020.07
05/01/2036	129,706.26	129,706.26	46,581.46
11/01/2036	414,706.26	414,706.26	144,991.79
05/01/2037	122,046.88	122,046.88	41,541.30
11/01/2037	427,046.88	427,046.88	141,507.54
05/01/2038	113,850.00	113,850.00	36,727.19
11/01/2038	433,850.00	433,850.00	136,252.62
05/01/2039	105,050.00	105,050.00	32,118.25
11/01/2039	445,050.00	445,050.00	132,469.31
05/01/2040	95,700.00	95,700.00	27,731.22
11/01/2040	455,700.00	455,700.00	128,554.34
05/01/2041	85,800.00	85,800.00	23,563.81
11/01/2041	460,800.00	460,800.00	123,203.03
05/01/2042	75,487.50	75,487.50	19,648.73
11/01/2042	475,487.50	475,487.50	120,489.51
05/01/2043	64,487.50	64,487.50	15,908.76
11/01/2043	484,487.50	484,487.50	116,357.38
05/01/2044	52,937.50	52,937.50	12,377.29
11/01/2044	497,937.50	497,937.50	113,341.10
05/01/2045	40,700.00	40,700.00	9,018.98
11/01/2045	505,700.00	505,700.00	109,095.48

PROOF OF ARBITRAGE YIELD

Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 \$5,370,000 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)
 \$2,700,000 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)

Date	Debt Service	Total	Present Value to 03/29/2017 @ 5.4373408424%
05/01/2046	27,912.50	27,912.50	5,862.23
11/01/2046	522,912.50	522,912.50	106,916.33
05/01/2047	14,300.00	14,300.00	2,846.44
11/01/2047	534,300.00	534,300.00	103,538.39
	16,726,992.36	16,726,992.36	8,031,800.90

Proceeds Summary

Delivery date	03/29/2017
Par Value	8,070,000.00
Premium (Discount)	-38,199.10
Target for yield calculation	8,031,800.90

BOND DEBT SERVICE

\$5,370,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/29/2017					
11/01/2017			167,468.96	167,468.96	167,468.96
05/01/2018			142,190.63	142,190.63	
11/01/2018	80,000	4.250%	142,190.63	222,190.63	364,381.26
05/01/2019			140,490.63	140,490.63	
11/01/2019	85,000	4.250%	140,490.63	225,490.63	365,981.26
05/01/2020			138,684.38	138,684.38	
11/01/2020	90,000	4.250%	138,684.38	228,684.38	367,368.76
05/01/2021			136,771.88	136,771.88	
11/01/2021	90,000	4.250%	136,771.88	226,771.88	363,543.76
05/01/2022			134,859.38	134,859.38	
11/01/2022	95,000	4.250%	134,859.38	229,859.38	364,718.76
05/01/2023			132,840.63	132,840.63	
11/01/2023	100,000	4.875%	132,840.63	232,840.63	365,681.26
05/01/2024			130,403.13	130,403.13	
11/01/2024	105,000	4.875%	130,403.13	235,403.13	365,806.26
05/01/2025			127,843.75	127,843.75	
11/01/2025	110,000	4.875%	127,843.75	237,843.75	365,687.50
05/01/2026			125,162.50	125,162.50	
11/01/2026	115,000	4.875%	125,162.50	240,162.50	365,325.00
05/01/2027			122,359.38	122,359.38	
11/01/2027	120,000	4.875%	122,359.38	242,359.38	364,718.76
05/01/2028			119,434.38	119,434.38	
11/01/2028	125,000	5.375%	119,434.38	244,434.38	363,868.76
05/01/2029			116,075.00	116,075.00	
11/01/2029	135,000	5.375%	116,075.00	251,075.00	367,150.00
05/01/2030			112,446.88	112,446.88	
11/01/2030	140,000	5.375%	112,446.88	252,446.88	364,893.76
05/01/2031			108,684.38	108,684.38	
11/01/2031	150,000	5.375%	108,684.38	258,684.38	367,368.76
05/01/2032			104,653.13	104,653.13	
11/01/2032	155,000	5.375%	104,653.13	259,653.13	364,306.26
05/01/2033			100,487.50	100,487.50	
11/01/2033	165,000	5.375%	100,487.50	265,487.50	365,975.00
05/01/2034			96,053.13	96,053.13	
11/01/2034	175,000	5.375%	96,053.13	271,053.13	367,106.26
05/01/2035			91,350.00	91,350.00	
11/01/2035	185,000	5.375%	91,350.00	276,350.00	367,700.00
05/01/2036			86,378.13	86,378.13	
11/01/2036	190,000	5.375%	86,378.13	276,378.13	362,756.26
05/01/2037			81,271.88	81,271.88	
11/01/2037	205,000	5.375%	81,271.88	286,271.88	367,543.76
05/01/2038			75,762.50	75,762.50	
11/01/2038	215,000	5.500%	75,762.50	290,762.50	366,525.00
05/01/2039			69,850.00	69,850.00	
11/01/2039	225,000	5.500%	69,850.00	294,850.00	364,700.00
05/01/2040			63,662.50	63,662.50	
11/01/2040	240,000	5.500%	63,662.50	303,662.50	367,325.00
05/01/2041			57,062.50	57,062.50	
11/01/2041	250,000	5.500%	57,062.50	307,062.50	364,125.00
05/01/2042			50,187.50	50,187.50	
11/01/2042	265,000	5.500%	50,187.50	315,187.50	365,375.00
05/01/2043			42,900.00	42,900.00	
11/01/2043	280,000	5.500%	42,900.00	322,900.00	365,800.00
05/01/2044			35,200.00	35,200.00	
11/01/2044	295,000	5.500%	35,200.00	330,200.00	365,400.00
05/01/2045			27,087.50	27,087.50	
11/01/2045	310,000	5.500%	27,087.50	337,087.50	364,175.00

BOND DEBT SERVICE

\$5,370,000

Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2046			18,562.50	18,562.50	
11/01/2046	330,000	5.500%	18,562.50	348,562.50	367,125.00
05/01/2047			9,487.50	9,487.50	
11/01/2047	345,000	5.500%	9,487.50	354,487.50	363,975.00
	5,370,000		5,763,875.36	11,133,875.36	11,133,875.36

\$5,370,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
03/29/17	Beg Bal	-4,777,122.43	-8,168,722.78
03/29/17		311,848.43	533,250.59
04/19/17		232.00	395.53
04/19/17		3,000.00	5,114.64
04/25/17		4,419.99	7,528.81
04/25/17		10,787.50	18,374.94
04/25/17		3,000.00	5,110.06
04/25/17		175,230.44	298,479.60
05/02/17		147,224.72	250,514.46
05/02/17		2,687.50	4,572.99
05/02/17		400.00	680.63
05/10/17		3,000.00	5,098.65
05/10/17		426,189.68	724,331.28
05/10/17		526.37	894.59
05/10/17		65,644.00	111,565.35
05/10/17		181,467.35	308,413.10
05/10/17		1,768.77	3,006.12
05/16/17		697.50	1,184.38
05/16/17		16,650.00	28,272.24
05/16/17		20,836.00	35,380.21
05/24/17		3,000.00	5,088.03
05/24/17		29,000.00	49,184.27
06/05/17		-1,591.67	-2,695.07
06/05/17		-66.16	-112.02
06/05/17		-97.19	-164.57
06/06/17		11,945.25	20,223.06
06/06/17		3,000.00	5,078.94
06/08/17		-152,306.24	-257,774.46
06/15/17		17,960.12	30,365.36
06/15/17		215,512.62	364,369.37
06/15/17		55,341.32	93,566.13
06/21/17		3,000.00	5,067.60
06/21/17		128,376.00	216,852.62
06/21/17		136,709.44	230,929.46
06/30/17		384.00	647.78
06/30/17		2,062.82	3,479.84
06/30/17		6,405.00	10,804.82
07/05/17		-0.01	-0.02
07/06/17		28,666.00	48,314.46
07/06/17		3,000.00	5,056.28
07/07/17		-165,462.37	-278,833.26
07/13/17		-1,033.28	-1,739.70
07/24/17		588,728.96	989,601.90
07/26/17		3,000.00	5,041.23
07/27/17		90.00	151.21
07/28/17		81,720.00	137,282.32
07/28/17		1,548.00	2,600.50

\$5,370,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
07/28/17		5,568.14	9,353.98
07/28/17		67,500.17	113,394.27
07/31/17		3,455.00	5,802.36
07/31/17		4,081.95	6,855.27
07/31/17		35,993.08	60,447.15
07/31/17		11,002.00	18,476.87
07/31/17		3,000.00	5,038.23
08/09/17		372,577.44	624,871.75
08/10/17		-1,591.66	-2,669.07
08/18/17		3,000.00	5,024.73
08/31/17		-78,211.30	-130,762.96
09/07/17		56,614.51	94,556.19
09/07/17		3,000.00	5,010.53
09/07/17		2,093.40	3,496.35
09/07/17		4,750.00	7,933.34
09/07/17		96.00	160.34
09/07/17		12,637.00	21,106.01
09/08/17		-89,162.31	-148,894.55
09/13/17		94,026.43	156,900.33
09/13/17		100,885.16	168,345.37
09/13/17		4,532.00	7,562.47
09/17/17		-217,903.27	-363,394.85
09/19/17		3,000.00	5,001.58
09/19/17		132,728.39	221,283.69
09/27/17		762,038.36	1,268,950.46
09/27/17		185,486.20	308,872.64
10/06/17		3,000.00	4,988.92
10/10/17		15,640.19	25,993.72
10/10/17		23,000.00	38,225.60
10/10/17		-40,921.48	-68,010.79
10/12/17		-77,742.61	-129,168.37
10/13/17		46,000.00	76,417.03
10/17/17		3,000.00	4,980.75
10/24/17		-24,978.88	-41,427.94
10/26/17		381,605.92	632,712.03
10/30/17		4,000.00	6,628.15
10/30/17		16,998.00	28,166.31
10/30/17		152,450.31	252,615.75
11/08/17		3,000.00	4,965.19
11/17/17		75.00	123.96
11/17/17		9,600.00	15,867.30
11/21/17		-7,604.22	-12,561.10
11/21/17		-9,925.77	-16,395.97
11/30/17		3,000.00	4,948.94
11/30/17		36,000.00	59,387.23
12/06/17		3,000.00	4,944.51
12/06/17		5,560.00	9,163.83

\$5,370,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
12/13/17		41,532.52	68,381.32
12/13/17		3,335.00	5,490.92
12/18/17		23,795.25	39,148.57
12/21/17		3,000.00	4,933.47
12/21/17		2,200.58	3,618.83
12/21/17		103,700.00	170,533.70
01/03/18		7,472.77	12,266.95
01/03/18		3,000.00	4,924.66
01/03/18		23,629.00	38,788.25
01/10/18		900.00	1,475.86
01/18/18		3,000.00	4,913.66
01/19/18		143,752.55	235,415.41
02/02/18		150.00	245.17
02/02/18		21,191.59	34,637.10
05/24/19		4,282.27	6,523.86
02/29/24	Bal	5.85	6.90
02/29/24	Acc	0.02	0.02

03/29/27	TOTALS:	8,280.98	-137,576.33

ISSUE DATE: 03/29/17 REBATABLE ARBITRAGE: -137,576.33
 COMP DATE: 03/29/27 NET INCOME: 8,280.98
 BOND YIELD: 5.437341% TAX INV YIELD: 0.495302%

\$5,370,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
03/29/17	Beg Bal	-183,850.00	-314,377.47
11/01/17		376.34	623.52
08/01/18		1,564.38	2,489.63
11/01/18		30,356.73	47,667.63
02/01/19		7,344.89	11,379.66
05/01/19		1,123.61	1,717.65
08/01/19		1,212.25	1,828.47
11/01/19		865.23	1,287.66
12/24/19		646.88	955.13
05/01/20		985.13	1,427.30
11/02/20		63.40	89.41
05/03/21		555.07	761.97
11/01/21		4.39	5.87
02/01/22		137.50	181.36
05/04/22		4.33	5.63
11/01/22		137.50	174.21
11/01/22		487.09	617.14
05/04/23		2,390.02	2,946.67
05/04/23		209.37	258.13
11/08/23		3,420.22	4,102.76
02/28/24		3,059.06	3,609.86
02/29/24	Bal	144,609.38	170,621.74
02/29/24	Acc	577.05	680.85

03/29/27	TOTALS:	16,279.82	-60,945.21

ISSUE DATE: 03/29/17 REBATABLE ARBITRAGE: -60,945.21
 COMP DATE: 03/29/27 NET INCOME: 16,279.82
 BOND YIELD: 5.437341% TAX INV YIELD: 1.495411%

\$5,370,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)
 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
03/29/17	Beg Bal	-167,468.96	-286,366.43
11/01/17		165,823.13	274,734.06
11/27/17		1,451.67	2,395.81
02/01/18		454.69	743.29
05/01/18		258.92	417.62
08/01/18		0.52	0.83

03/29/27	TOTALS:	519.97	-8,074.82

ISSUE DATE:	03/29/17	REBATABLE ARBITRAGE:	-8,074.82
COMP DATE:	03/29/27	NET INCOME:	519.97
BOND YIELD:	5.437341%	TAX INV YIELD:	0.525269%

\$5,370,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)
 Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
03/29/17	Beg Bal	-97,984.21	-167,549.79
03/29/17		3,327.14	5,689.30
03/29/17		25,286.25	43,238.66
03/29/17		15,304.83	26,170.76
03/29/17		31,275.10	53,479.40
03/29/17		17,056.96	29,166.84
03/30/17		3,260.59	5,574.67
04/06/17		831.78	1,420.83
10/03/17		1,645.83	2,738.20

03/29/27	TOTALS:	4.27	-71.13

ISSUE DATE:	03/29/17	REBATABLE ARBITRAGE:	-71.13
COMP DATE:	03/29/27	NET INCOME:	4.27
BOND YIELD:	5.437341%	TAX INV YIELD:	0.494039%

\$5,370,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
03/29/18		-1,700.00	-2,755.10
03/29/19		-1,730.00	-2,657.27
03/29/20		-1,760.00	-2,562.15
03/29/21		-1,780.00	-2,455.91
03/29/22		-1,830.00	-2,393.01
03/29/23		-1,960.00	-2,429.13

03/29/27	TOTALS:	-10,760.00	-15,252.58

ISSUE DATE: 03/29/17 REBATABL ARBITRAGE: -15,252.58
 COMP DATE: 03/29/27
 BOND YIELD: 5.437341%

EXHIBIT 12

AGENDA

REBATE REPORT

\$2,700,000

**Highland Meadows II
Community Development District
(City of Davenport, Polk County, Florida)**

**Special Assessment Bonds, Series 2017
(Assessment Area Six Project)**

**Dated: March 29, 2017
Delivered: March 29, 2017**

**Rebate Report to the Computation Date
March 29, 2027
Reflecting Activity To
February 29, 2024**



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
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www.amteccorp.com

March 20, 2024

Highland Meadows II Community Development District
c/o Ms. Patricia Thibault
Director - District Management Services
Breeze
1540 International Parkway
Suite 2000
Lake Mary, FL 32746

Re: \$2,700,000 Highland Meadows II Community Development District (City of Davenport, Polk County, Florida), Special Assessment Bonds, Series 2017 (Assessment Area Six Project)

Dear Ms. Thibault:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Highland Meadows II Community Development District (the "District")

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of March 31, 2025. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the March 29, 2027 Computation Date
Reflecting Activity from March 29, 2017 through February 29, 2024

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	0.498627%	4,637.88	(76,460.76)
Debt Service Reserve Fund	1.469507%	7,141.60	(27,555.76)
Capitalized Interest Fund	0.525830%	262.12	(4,065.59)
Cost of Issuance Fund	0.494749%	2.15	(35.76)
Totals	0.816189%	\$12,043.75	\$(108,117.87)
Bond Yield	5.437341%		
Rebate Computation Credits			(15,252.58)
Net Rebatable Arbitrage			\$(123,370.45)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatale Arbitrage, investment activity is reflected from March 29, 2017, the date of the closing, to February 29, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of March 29, 2027.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between March 29, 2017 and February 29, 2024, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

March 29, 2027.

7. Computation Period

The period beginning on March 29, 2017, the date of the closing, and ending on February 29, 2024.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

12. Rebateable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund / Account	Account Number
Acquisition & Construction	248990001
Cost of Issuance	248990006
Capitalized Interest Fund	248990003
Debt Service Reserve	248990005

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebateable Arbitrage, as of February 29, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to March 29, 2027. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on March 29, 2027, is the Rebateable Arbitrage.

\$2,700,000
Highland Meadows II Community Development District
(City of Davenport, Polk County, Florida)
Special Assessment Bonds, Series 2017
(Assessment Area Six Project)
Delivered: March 29, 2017

Sources of Funds	
-------------------------	--

Par Amount	\$2,700,000.00
Net Original Issue Discount	-12,764.70
Total	\$2,687,235.30

Uses of Funds	
----------------------	--

Acquisition & Construction Fund	\$2,401,290.07
Debt Service Reserve Fund	93,112.50
Capitalized Interest Fund	84,166.94
Cost of Issuance Fund	49,265.79
Underwriter's Discount	59,400.00
Total	\$2,687,235.30

PROOF OF ARBITRAGE YIELD

Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 \$5,370,000 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)
 \$2,700,000 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)

Date	Debt Service	Total	Present Value to 03/29/2017 @ 5.4373408424%
11/01/2017	251,635.90	251,635.90	243,810.39
05/01/2018	213,653.13	213,653.13	201,529.89
11/01/2018	333,653.13	333,653.13	306,391.02
05/01/2019	211,103.13	211,103.13	188,723.56
11/01/2019	341,103.13	341,103.13	296,870.99
05/01/2020	208,340.63	208,340.63	176,525.17
11/01/2020	343,340.63	343,340.63	283,209.93
05/01/2021	205,471.88	205,471.88	165,000.89
11/01/2021	340,471.88	340,471.88	266,174.07
05/01/2022	202,603.13	202,603.13	154,198.89
11/01/2022	347,603.13	347,603.13	257,554.65
05/01/2023	199,521.88	199,521.88	143,921.89
11/01/2023	349,521.88	349,521.88	245,449.02
05/01/2024	195,865.63	195,865.63	133,904.69
11/01/2024	355,865.63	355,865.63	236,850.44
05/01/2025	191,965.63	191,965.63	124,383.35
11/01/2025	356,965.63	356,965.63	225,172.72
05/01/2026	187,943.75	187,943.75	115,416.49
11/01/2026	362,943.75	362,943.75	216,985.11
05/01/2027	183,678.13	183,678.13	106,905.16
11/01/2027	363,678.13	363,678.13	206,067.27
05/01/2028	179,290.63	179,290.63	98,900.85
11/01/2028	369,290.63	369,290.63	198,317.63
05/01/2029	174,184.38	174,184.38	91,065.29
11/01/2029	374,184.38	374,184.38	190,449.54
05/01/2030	168,809.38	168,809.38	83,645.28
11/01/2030	378,809.38	378,809.38	182,732.67
05/01/2031	163,165.63	163,165.63	76,625.76
11/01/2031	388,165.63	388,165.63	177,465.44
05/01/2032	157,118.76	157,118.76	69,931.91
11/01/2032	392,118.76	392,118.76	169,908.67
05/01/2033	150,803.13	150,803.13	63,614.91
11/01/2033	400,803.13	400,803.13	164,600.16
05/01/2034	144,084.38	144,084.38	57,605.86
11/01/2034	404,084.38	404,084.38	157,279.61
05/01/2035	137,096.88	137,096.88	51,949.16
11/01/2035	412,096.88	412,096.88	152,020.07
05/01/2036	129,706.26	129,706.26	46,581.46
11/01/2036	414,706.26	414,706.26	144,991.79
05/01/2037	122,046.88	122,046.88	41,541.30
11/01/2037	427,046.88	427,046.88	141,507.54
05/01/2038	113,850.00	113,850.00	36,727.19
11/01/2038	433,850.00	433,850.00	136,252.62
05/01/2039	105,050.00	105,050.00	32,118.25
11/01/2039	445,050.00	445,050.00	132,469.31
05/01/2040	95,700.00	95,700.00	27,731.22
11/01/2040	455,700.00	455,700.00	128,554.34
05/01/2041	85,800.00	85,800.00	23,563.81
11/01/2041	460,800.00	460,800.00	123,203.03
05/01/2042	75,487.50	75,487.50	19,648.73
11/01/2042	475,487.50	475,487.50	120,489.51
05/01/2043	64,487.50	64,487.50	15,908.76
11/01/2043	484,487.50	484,487.50	116,357.38
05/01/2044	52,937.50	52,937.50	12,377.29
11/01/2044	497,937.50	497,937.50	113,341.10
05/01/2045	40,700.00	40,700.00	9,018.98
11/01/2045	505,700.00	505,700.00	109,095.48

PROOF OF ARBITRAGE YIELD

Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 \$5,370,000 Special Assessment Bonds, Series 2017
 (Assessment Area Five Project)
 \$2,700,000 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)

Date	Debt Service	Total	Present Value to 03/29/2017 @ 5.4373408424%
05/01/2046	27,912.50	27,912.50	5,862.23
11/01/2046	522,912.50	522,912.50	106,916.33
05/01/2047	14,300.00	14,300.00	2,846.44
11/01/2047	534,300.00	534,300.00	103,538.39
	16,726,992.36	16,726,992.36	8,031,800.90

Proceeds Summary

Delivery date	03/29/2017
Par Value	8,070,000.00
Premium (Discount)	-38,199.10
Target for yield calculation	8,031,800.90

BOND DEBT SERVICE

\$2,700,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/29/2017					
11/01/2017			84,166.94	84,166.94	84,166.94
05/01/2018			71,462.50	71,462.50	
11/01/2018	40,000	4.250%	71,462.50	111,462.50	182,925.00
05/01/2019			70,612.50	70,612.50	
11/01/2019	45,000	4.250%	70,612.50	115,612.50	186,225.00
05/01/2020			69,656.25	69,656.25	
11/01/2020	45,000	4.250%	69,656.25	114,656.25	184,312.50
05/01/2021			68,700.00	68,700.00	
11/01/2021	45,000	4.250%	68,700.00	113,700.00	182,400.00
05/01/2022			67,743.75	67,743.75	
11/01/2022	50,000	4.250%	67,743.75	117,743.75	185,487.50
05/01/2023			66,681.25	66,681.25	
11/01/2023	50,000	4.875%	66,681.25	116,681.25	183,362.50
05/01/2024			65,462.50	65,462.50	
11/01/2024	55,000	4.875%	65,462.50	120,462.50	185,925.00
05/01/2025			64,121.88	64,121.88	
11/01/2025	55,000	4.875%	64,121.88	119,121.88	183,243.76
05/01/2026			62,781.25	62,781.25	
11/01/2026	60,000	4.875%	62,781.25	122,781.25	185,562.50
05/01/2027			61,318.75	61,318.75	
11/01/2027	60,000	4.875%	61,318.75	121,318.75	182,637.50
05/01/2028			59,856.25	59,856.25	
11/01/2028	65,000	5.375%	59,856.25	124,856.25	184,712.50
05/01/2029			58,109.38	58,109.38	
11/01/2029	65,000	5.375%	58,109.38	123,109.38	181,218.76
05/01/2030			56,362.50	56,362.50	
11/01/2030	70,000	5.375%	56,362.50	126,362.50	182,725.00
05/01/2031			54,481.25	54,481.25	
11/01/2031	75,000	5.375%	54,481.25	129,481.25	183,962.50
05/01/2032			52,465.63	52,465.63	
11/01/2032	80,000	5.375%	52,465.63	132,465.63	184,931.26
05/01/2033			50,315.63	50,315.63	
11/01/2033	85,000	5.375%	50,315.63	135,315.63	185,631.26
05/01/2034			48,031.25	48,031.25	
11/01/2034	85,000	5.375%	48,031.25	133,031.25	181,062.50
05/01/2035			45,746.88	45,746.88	
11/01/2035	90,000	5.375%	45,746.88	135,746.88	181,493.76
05/01/2036			43,328.13	43,328.13	
11/01/2036	95,000	5.375%	43,328.13	138,328.13	181,656.26
05/01/2037			40,775.00	40,775.00	
11/01/2037	100,000	5.375%	40,775.00	140,775.00	181,550.00
05/01/2038			38,087.50	38,087.50	
11/01/2038	105,000	5.500%	38,087.50	143,087.50	181,175.00
05/01/2039			35,200.00	35,200.00	
11/01/2039	115,000	5.500%	35,200.00	150,200.00	185,400.00
05/01/2040			32,037.50	32,037.50	
11/01/2040	120,000	5.500%	32,037.50	152,037.50	184,075.00
05/01/2041			28,737.50	28,737.50	
11/01/2041	125,000	5.500%	28,737.50	153,737.50	182,475.00
05/01/2042			25,300.00	25,300.00	
11/01/2042	135,000	5.500%	25,300.00	160,300.00	185,600.00
05/01/2043			21,587.50	21,587.50	
11/01/2043	140,000	5.500%	21,587.50	161,587.50	183,175.00
05/01/2044			17,737.50	17,737.50	
11/01/2044	150,000	5.500%	17,737.50	167,737.50	185,475.00
05/01/2045			13,612.50	13,612.50	
11/01/2045	155,000	5.500%	13,612.50	168,612.50	182,225.00

BOND DEBT SERVICE

\$2,700,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2046			9,350.00	9,350.00	
11/01/2046	165,000	5.500%	9,350.00	174,350.00	183,700.00
05/01/2047			4,812.50	4,812.50	
11/01/2047	175,000	5.500%	4,812.50	179,812.50	184,625.00
	2,700,000		2,893,117.00	5,593,117.00	5,593,117.00

\$2,700,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
03/29/17	Beg Bal	-2,401,290.07	-4,106,127.31
03/30/17		149,831.03	256,167.97
04/19/17		6,000.00	10,229.27
04/19/17		232.00	395.53
04/25/17		2,190.00	3,730.35
04/25/17		3,000.00	5,110.06
04/25/17		85,566.56	145,750.20
05/03/17		67,949.87	115,604.83
05/03/17		1,290.00	2,194.71
05/03/17		400.00	680.53
05/11/17		3,000.00	5,097.89
05/11/17		598.09	1,016.33
05/11/17		758.05	1,288.15
05/11/17		29,724.34	50,510.52
05/11/17		511.88	869.84
05/11/17		20,727.00	35,221.35
05/11/17		15,295.71	25,991.97
05/16/17		7,866.00	13,356.72
05/24/17		3,000.00	5,088.03
06/05/17		1,591.67	2,695.07
06/05/17		66.16	112.02
06/05/17		97.19	164.57
06/06/17		765.00	1,295.13
06/06/17		3,000.00	5,078.94
06/22/17		43,949.00	74,227.55
06/22/17		5,750.24	9,711.85
06/22/17		99,011.07	167,224.49
06/22/17		23,267.98	39,298.39
06/22/17		29,928.46	50,547.59
06/22/17		3,000.00	5,066.84
06/30/17		625.00	1,054.33
06/30/17		2,062.81	3,479.83
07/06/17		19,834.00	33,428.77
07/06/17		4,517.00	7,613.08
07/06/17		3,000.00	5,056.28
07/06/17		7,320.00	12,337.33
07/20/17		78,785.62	132,510.70
07/27/17		3,000.00	5,040.48
07/28/17		1,674.00	2,812.17
07/28/17		54,840.54	92,127.22
07/31/17		1,155.00	1,939.72
07/31/17		3,000.00	5,038.23
08/08/17		41,620.18	69,814.08
08/08/17		11,720.86	19,660.68
08/08/17		19,573.54	32,832.84
08/09/17		88,972.59	149,221.21
08/09/17		9,234.34	15,487.46

\$2,700,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
08/10/17		289,921.63	486,172.33
08/18/17		3,000.00	5,024.73
08/31/17		78,211.30	130,762.96
09/07/17		26,129.77	43,641.31
09/07/17		1,691.60	2,825.27
09/07/17		600.00	1,002.11
09/07/17		2,913.00	4,865.22
09/07/17		10,295.00	17,194.46
09/07/17		3,000.00	5,010.53
09/13/17		27,670.00	46,172.46
09/13/17		35,342.95	58,976.19
09/13/17		2,038.42	3,401.48
09/13/17		1,626.40	2,713.95
09/13/17		12,360.00	20,624.92
09/13/17		284,764.82	475,182.28
09/20/17		47,832.28	79,733.71
09/20/17		3,000.00	5,000.83
09/21/17		-128,096.96	-213,498.57
10/06/17		3,000.00	4,988.92
10/10/17		40,921.48	68,010.79
10/12/17		1,270.00	2,110.09
10/13/17		416,333.65	691,630.04
10/17/17		8,400.00	13,946.10
10/17/17		3,000.00	4,980.75
10/30/17		1,880.00	3,115.23
10/30/17		23,000.00	38,111.84
11/08/17		23,000.00	38,066.43
11/08/17		13,512.00	22,363.20
11/08/17		3,000.00	4,965.19
11/20/17		1,360.00	2,246.86
11/20/17		800.00	1,321.68
11/20/17		5,400.00	8,921.37
11/21/17		7,604.22	12,561.10
11/21/17		-34,930.98	-57,701.06
11/30/17		3,000.00	4,948.94
12/06/17		9,257.10	15,257.28
12/06/17		49,438.44	81,483.00
12/06/17		3,000.00	4,944.51
12/06/17		5,560.00	9,163.83
12/13/17		2,875.00	4,733.55
12/21/17		3,000.00	4,933.47
12/21/17		1,952.58	3,211.00
12/21/17		2,711.03	4,458.26
01/04/18		2,176.36	3,572.08
01/04/18		3,000.00	4,923.92
01/10/18		5,026.66	8,242.92
01/19/18		3,000.00	4,912.93

\$2,700,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
01/19/18		59,757.14	97,860.88
01/19/18		70,772.62	115,900.31
01/08/19		2,242.99	3,487.06
05/08/20		4.67	6.76

03/29/27	TOTALS:	4,637.88	-76,460.76

ISSUE DATE:	03/29/17	REBATABLE ARBITRAGE:	-76,460.76
COMP DATE:	03/29/27	NET INCOME:	4,637.88
BOND YIELD:	5.437341%	TAX INV YIELD:	0.498627%

\$2,700,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
03/29/17	Beg Bal	-93,112.50	-159,219.32
04/02/18		6,623.52	10,729.60
08/01/18		275.98	439.21
11/01/18		19,961.11	31,343.92
02/01/19		347.79	538.84
05/01/19		5,146.62	7,867.58
11/01/19		1,062.21	1,580.81
05/01/20		421.01	609.98
11/02/20		27.38	38.61
05/03/21		220.62	302.86
11/01/21		1.88	2.51
02/01/22		137.50	181.36
05/04/22		1.83	2.38
11/01/22		162.50	205.89
11/01/22		207.67	263.12
05/04/23		1,017.66	1,254.68
05/04/23		137.50	169.52
11/08/23		1,454.94	1,745.29
02/28/24		1,300.97	1,535.22
02/29/24	Bal	61,500.00	72,562.63
02/29/24	Acc	245.41	289.55

03/29/27	TOTALS:	7,141.60	-27,555.76

ISSUE DATE:	03/29/17	REBATABLE ARBITRAGE:	-27,555.76
COMP DATE:	03/29/27	NET INCOME:	7,141.60
BOND YIELD:	5.437341%	TAX INV YIELD:	1.469507%

\$2,700,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)
 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
03/29/17	Beg Bal	-84,166.94	-143,922.71
11/01/17		83,339.43	138,075.91
02/01/18		1,088.01	1,778.59
05/01/18		1.62	2.61

03/29/27	TOTALS:	262.12	-4,065.59

ISSUE DATE:	03/29/17	REBATABLE ARBITRAGE:	-4,065.59
COMP DATE:	03/29/27	NET INCOME:	262.12
BOND YIELD:	5.437341%	TAX INV YIELD:	0.525830%

\$2,700,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)
 Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
03/29/17	Beg Bal	-49,265.79	-84,242.89
03/29/17		1,672.86	2,860.54
03/29/17		12,713.75	21,740.10
03/29/17		7,695.17	13,158.49
03/29/17		15,724.90	26,889.06
03/29/17		8,576.12	14,664.88
03/30/17		1,639.41	2,802.92
04/06/17		418.22	714.40
10/03/17		827.51	1,376.74

03/29/27	TOTALS:	2.15	-35.76

ISSUE DATE:	03/29/17	REBATABLE ARBITRAGE:	-35.76
COMP DATE:	03/29/27	NET INCOME:	2.15
BOND YIELD:	5.437341%	TAX INV YIELD:	0.494749%

\$2,700,000
 Highland Meadows II Community Development District
 (City of Davenport, Polk County, Florida)
 Special Assessment Bonds, Series 2017
 (Assessment Area Six Project)
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.437341%)
03/29/18		-1,700.00	-2,755.10
03/29/19		-1,730.00	-2,657.27
03/29/20		-1,760.00	-2,562.15
03/29/21		-1,780.00	-2,455.91
03/29/22		-1,830.00	-2,393.01
03/29/23		-1,960.00	-2,429.13

03/29/27	TOTALS:	-10,760.00	-15,252.58

ISSUE DATE: 03/29/17 REBATABLE ARBITRAGE: -15,252.58
 COMP DATE: 03/29/27
 BOND YIELD: 5.437341%

EXHIBIT 13

AGENDA

REBATE REPORT

\$3,645,000

Highland Meadows II Community Development District

(City of Davenport, Florida)

**Special Assessment Bonds, Series 2016
(Assessment Area Three Project)**

**Dated: February 16, 2016
Delivered: February 16, 2016**

**Rebate Report to the Computation Date
February 16, 2026
Reflecting Activity To
February 29, 2024**



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
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March 20, 2024

Highland Meadows II Community Development District
c/o Ms. Patricia Thibault
Director - District Management Services
Breeze
1540 International Parkway
Suite 2000
Lake Mary, FL 32746

Re: \$3,645,000 Highland Meadows II Community Development District (City of Davenport, Florida)
Special Assessment Bonds, Series 2016 (Assessment Area Three Project)

Dear Ms. Thibault:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Highland Meadows II Community Development District (the "District")

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of February 28, 2025. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the February 16, 2026 Computation Date
Reflecting Activity from February 16, 2016 through February 29, 2024

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	0.013156%	178.78	(134,974.50)
Debt Service Reserve Fund	1.113719%	12,082.12	(74,145.92)
Cost of Issuance Fund	0.000000%	0.00	(21.18)
Totals	0.497659%	\$12,260.90	\$(209,141.60)
Bond Yield	5.801444%		
Rebate Computation Credits			(19,859.79)
Net Rebatable Arbitrage			\$(229,001.39)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from February 16, 2016, the date of the closing, to February 29, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of February 16, 2026.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between February 16, 2016 and February 29, 2024, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

February 16, 2026.

7. Computation Period

The period beginning on February 16, 2016, the date of the closing, and ending on February 29, 2024.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund / Account	Account Number
Revenue	221219000
Acquisition & Construction	221219001
Cost of Issuance	221219007
Interest	221219002
Sinking	221219004
Prepayment	221219005
Debt Service Reserve	221219006
General Redemption	221219008

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebateable Arbitrage, as of February 29, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to February 16, 2026. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on February 16, 2026, is the Rebateable Arbitrage.

\$3,645,000
Highland Meadows II Community Development District
(City of Davenport, Florida)
Special Assessment Bonds, Series 2016
(Assessment Area Three Project)
Delivered: February 16, 2016

Sources of Funds

Par Amount	\$3,645,000.00
Total	\$3,645,000.00

Uses of Funds

Acquisition & Construction Fund	\$3,302,091.40
Debt Service Reserve Fund	194,383.60
Cost of Issuance Fund	75,625.00
Underwriter's Discount	<u>72,900.00</u>
Total	\$3,645,000.00

PROOF OF ARBITRAGE YIELD

Highland Meadows II Community Development District
 (City of Davenport, Florida)
 \$3,645,000 Special Assessment Bonds, Series 2016
 (Assessment Area Three Project)
 \$1,785,000 Special Assessment Bonds, Series 2016
 (Assessment Area Four Project)

Date	Debt Service	Total	Present Value to 02/16/2016 @ 5.8014435804%
11/01/2016	217,445.05	217,445.05	208,812.63
05/01/2017	228,490.63	228,490.63	213,234.37
11/01/2017	151,990.63	151,990.63	137,843.79
05/01/2018	231,990.63	231,990.63	204,466.62
11/01/2018	150,390.63	150,390.63	128,811.41
05/01/2019	235,390.63	235,390.63	195,931.52
11/01/2019	148,690.63	148,690.63	120,276.37
05/01/2020	238,690.63	238,690.63	187,634.92
11/01/2020	146,890.63	146,890.63	112,215.79
05/01/2021	236,890.63	236,890.63	175,869.01
11/01/2021	144,640.63	144,640.63	104,355.02
05/01/2022	239,640.63	239,640.63	168,021.58
11/01/2022	142,265.63	142,265.63	96,936.24
05/01/2023	242,265.63	242,265.63	160,420.39
11/01/2023	139,765.63	139,765.63	89,939.35
05/01/2024	244,765.63	244,765.63	153,066.92
11/01/2024	137,140.63	137,140.63	83,344.83
05/01/2025	247,140.63	247,140.63	145,961.47
11/01/2025	134,390.63	134,390.63	77,133.79
05/01/2026	254,390.63	254,390.63	141,892.14
11/01/2026	131,390.63	131,390.63	71,220.20
05/01/2027	256,390.63	256,390.63	135,058.69
11/01/2027	127,875.00	127,875.00	65,461.75
05/01/2028	257,875.00	257,875.00	128,290.00
11/01/2028	124,218.76	124,218.76	60,055.44
05/01/2029	259,218.76	259,218.76	121,790.42
11/01/2029	120,421.88	120,421.88	54,983.67
05/01/2030	270,421.88	270,421.88	119,991.83
11/01/2030	116,203.13	116,203.13	50,108.25
05/01/2031	271,203.13	271,203.13	113,649.55
11/01/2031	111,843.75	111,843.75	45,547.69
05/01/2032	276,843.75	276,843.75	109,564.76
11/01/2032	107,203.13	107,203.13	41,231.13
05/01/2033	277,203.13	277,203.13	103,609.00
11/01/2033	102,421.88	102,421.88	37,202.63
05/01/2034	282,421.88	282,421.88	99,692.12
11/01/2034	97,359.38	97,359.38	33,398.11
05/01/2035	292,359.38	292,359.38	97,463.65
11/01/2035	91,875.01	91,875.01	29,764.91
05/01/2036	291,875.01	291,875.01	91,893.70
11/01/2036	86,250.00	86,250.00	26,389.40
05/01/2037	301,250.00	301,250.00	89,573.39
11/01/2037	79,800.00	79,800.00	23,058.79
05/01/2038	309,800.00	309,800.00	86,995.45
11/01/2038	72,900.00	72,900.00	19,894.10
05/01/2039	317,900.00	317,900.00	84,308.01
11/01/2039	65,550.00	65,550.00	16,894.00
05/01/2040	325,550.00	325,550.00	81,537.83
11/01/2040	57,750.00	57,750.00	14,056.43
05/01/2041	332,750.00	332,750.00	78,708.69
11/01/2041	49,500.00	49,500.00	11,378.67
05/01/2042	339,500.00	339,500.00	75,841.61
11/01/2042	40,800.00	40,800.00	8,857.47
05/01/2043	350,800.00	350,800.00	74,010.02
11/01/2043	31,500.00	31,500.00	6,458.37
05/01/2044	361,500.00	361,500.00	72,028.17

PROOF OF ARBITRAGE YIELD

Highland Meadows II Community Development District
 (City of Davenport, Florida)
 \$3,645,000 Special Assessment Bonds, Series 2016
 (Assessment Area Three Project)
 \$1,785,000 Special Assessment Bonds, Series 2016
 (Assessment Area Four Project)

Date	Debt Service	Total	Present Value to 02/16/2016 @ 5.8014435804%
11/01/2044	21,600.00	21,600.00	4,182.44
05/01/2045	371,600.00	371,600.00	69,925.07
11/01/2045	11,100.00	11,100.00	2,029.84
05/01/2046	381,100.00	381,100.00	67,726.61
	11,688,392.12	11,688,392.12	5,430,000.00

Proceeds Summary

Delivery date	02/16/2016
Par Value	5,430,000.00
Target for yield calculation	5,430,000.00

BOND DEBT SERVICE

\$3,645,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Three Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/16/2016					
11/01/2016			146,000.78	146,000.78	
05/01/2017	50,000	4.000%	103,059.38	153,059.38	299,060.16
11/01/2017			102,059.38	102,059.38	
05/01/2018	55,000	4.000%	102,059.38	157,059.38	259,118.76
11/01/2018			100,959.38	100,959.38	
05/01/2019	55,000	4.000%	100,959.38	155,959.38	256,918.76
11/01/2019			99,859.38	99,859.38	
05/01/2020	60,000	4.000%	99,859.38	159,859.38	259,718.76
11/01/2020			98,659.38	98,659.38	
05/01/2021	60,000	5.000%	98,659.38	158,659.38	257,318.76
11/01/2021			97,159.38	97,159.38	
05/01/2022	65,000	5.000%	97,159.38	162,159.38	259,318.76
11/01/2022			95,534.38	95,534.38	
05/01/2023	65,000	5.000%	95,534.38	160,534.38	256,068.76
11/01/2023			93,909.38	93,909.38	
05/01/2024	70,000	5.000%	93,909.38	163,909.38	257,818.76
11/01/2024			92,159.38	92,159.38	
05/01/2025	75,000	5.000%	92,159.38	167,159.38	259,318.76
11/01/2025			90,284.38	90,284.38	
05/01/2026	80,000	5.000%	90,284.38	170,284.38	260,568.76
11/01/2026			88,284.38	88,284.38	
05/01/2027	85,000	5.625%	88,284.38	173,284.38	261,568.76
11/01/2027			85,893.75	85,893.75	
05/01/2028	85,000	5.625%	85,893.75	170,893.75	256,787.50
11/01/2028			83,503.13	83,503.13	
05/01/2029	90,000	5.625%	83,503.13	173,503.13	257,006.26
11/01/2029			80,971.88	80,971.88	
05/01/2030	100,000	5.625%	80,971.88	180,971.88	261,943.76
11/01/2030			78,159.38	78,159.38	
05/01/2031	105,000	5.625%	78,159.38	183,159.38	261,318.76
11/01/2031			75,206.25	75,206.25	
05/01/2032	110,000	5.625%	75,206.25	185,206.25	260,412.50
11/01/2032			72,112.50	72,112.50	
05/01/2033	115,000	5.625%	72,112.50	187,112.50	259,225.00
11/01/2033			68,878.13	68,878.13	
05/01/2034	120,000	5.625%	68,878.13	188,878.13	257,756.26
11/01/2034			65,503.13	65,503.13	
05/01/2035	130,000	5.625%	65,503.13	195,503.13	261,006.26
11/01/2035			61,846.88	61,846.88	
05/01/2036	135,000	5.625%	61,846.88	196,846.88	258,693.76
11/01/2036			58,050.00	58,050.00	
05/01/2037	145,000	6.000%	58,050.00	203,050.00	261,100.00
11/01/2037			53,700.00	53,700.00	
05/01/2038	155,000	6.000%	53,700.00	208,700.00	262,400.00
11/01/2038			49,050.00	49,050.00	
05/01/2039	165,000	6.000%	49,050.00	214,050.00	263,100.00
11/01/2039			44,100.00	44,100.00	
05/01/2040	175,000	6.000%	44,100.00	219,100.00	263,200.00
11/01/2040			38,850.00	38,850.00	
05/01/2041	185,000	6.000%	38,850.00	223,850.00	262,700.00
11/01/2041			33,300.00	33,300.00	
05/01/2042	195,000	6.000%	33,300.00	228,300.00	261,600.00
11/01/2042			27,450.00	27,450.00	
05/01/2043	210,000	6.000%	27,450.00	237,450.00	264,900.00
11/01/2043			21,150.00	21,150.00	
05/01/2044	220,000	6.000%	21,150.00	241,150.00	262,300.00

BOND DEBT SERVICE

\$3,645,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Three Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2044			14,550.00	14,550.00	
05/01/2045	235,000	6.000%	14,550.00	249,550.00	264,100.00
11/01/2045			7,500.00	7,500.00	
05/01/2046	250,000	6.000%	7,500.00	257,500.00	265,000.00
	3,645,000		4,206,347.82	7,851,347.82	7,851,347.82

\$3,645,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Three Project)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.801444%)
02/16/16	Beg Bal	-3,302,091.40	-5,850,022.41
02/17/16		1,300.00	2,302.73
02/17/16		8,800.00	15,587.70
02/17/16		21,935.00	38,854.12
02/17/16		6,000.00	10,627.98
02/17/16		7,245.00	12,833.28
02/17/16		28,906.29	51,202.58
02/17/16		14,509.53	25,701.16
02/17/16		122,831.15	217,574.49
02/17/16		17,484.37	30,970.59
02/17/16		1,115.00	1,975.03
02/17/16		16,318.50	28,905.45
02/17/16		3,475.50	6,156.26
02/17/16		3,000.00	5,313.99
02/17/16		5,051.45	8,947.78
02/17/16		65,980.97	116,874.06
02/17/16		4,377.22	7,753.50
02/17/16		6,720.00	11,903.34
03/02/16		892.50	1,577.15
03/02/16		565.00	998.42
03/03/16		6,720.00	11,873.12
03/03/16		29,000.00	51,238.17
03/03/16		202,601.31	357,962.75
03/09/16		3,000.00	5,295.45
03/09/16		-88,605.14	-156,401.37
03/09/16		-565.00	-997.31
03/09/16		-6,720.00	-11,861.81
03/15/16		132.50	233.66
03/16/16		1,350.00	2,380.30
03/16/16		12,701.94	22,395.91
03/21/16		3,000.00	5,285.37
03/24/16		15,870.53	27,947.19
03/29/16		2,697.50	4,746.39
04/12/16		3,000.00	5,267.76
04/12/16		190,159.91	333,905.75
04/12/16		1,964.71	3,449.88
04/12/16		3,150.00	5,531.15
04/26/16		3,000.00	5,256.06
04/26/16		973.00	1,704.72
04/26/16		21,565.25	37,782.75
05/04/16		2,761.70	4,832.41
05/05/16		3,000.00	5,248.55
05/20/16		3,000.00	5,236.06
05/20/16		1,263.60	2,205.43
05/20/16		6,000.00	10,472.12
05/31/16		13,130.00	22,880.11
06/07/16		182,265.07	317,258.93

\$3,645,000
Highland Meadows II Community Development District
(City of Davenport, Florida)
Special Assessment Bonds, Series 2016
(Assessment Area Three Project)
Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.801444%)
06/07/16		225.00	391.65
06/07/16		1,948.40	3,391.47
06/07/16		305,033.61	530,955.48
06/07/16		3,000.00	5,221.94
06/17/16		6,095.00	10,592.40
06/17/16		8,590.34	14,929.00
06/17/16		2,922.60	5,079.14
06/17/16		244,460.89	424,844.39
06/20/16		3,000.00	5,211.16
06/20/16		120.00	208.45
06/20/16		214,762.82	373,054.79
06/20/16		3,000.00	5,211.16
06/20/16		120.00	208.45
06/23/16		-125.00	-217.03
06/30/16		19,161.00	33,230.88
07/05/16		3,000.00	5,198.76
07/07/16		38,494.69	66,687.05
07/07/16		214,463.91	371,530.86
07/08/16		88.50	153.29
07/08/16		34,548.75	59,841.71
07/12/16		-120.00	-207.72
07/13/16		-3,000.00	-5,192.16
07/27/16		3,300.00	5,698.69
07/27/16		3,000.00	5,180.62
08/09/16		2,780.00	4,791.57
08/09/16		3,000.00	5,170.76
08/09/16		246.00	424.00
08/09/16		4,480.00	7,721.67
08/09/16		369,366.48	636,634.89
08/17/16		1,200.00	2,065.68
08/17/16		3,000.00	5,164.19
08/30/16		13,889.47	23,859.97
09/02/16		3,000.00	5,151.90
09/09/16		75.00	128.65
09/13/16		1,454.50	2,493.45
09/15/16		72,332.12	123,959.69
09/26/16		3,000.00	5,132.30
10/04/16		4,125.50	7,048.80
10/04/16		3,000.00	5,125.78
10/20/16		7,181.83	12,239.67
10/20/16		3,000.00	5,112.77
10/20/16		392,347.40	668,660.02
11/02/16		100.00	170.10
11/02/16		43,733.70	74,391.43
11/02/16		2,258.16	3,841.15
11/02/16		5,000.00	8,505.05
11/02/16		3,000.00	5,103.03

\$3,645,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Three Project)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.801444%)
11/07/16		251.00	426.61
11/07/16		38,140.00	64,824.98
11/21/16		2,200.00	3,730.94
11/21/16		3,000.00	5,087.65
11/21/16		1,320.00	2,238.57
11/21/16		61,595.00	104,457.90
11/23/16		-43,733.70	-74,143.67
12/07/16		3,744.00	6,333.27
12/07/16		46,874.00	79,291.02
12/20/16		3,000.00	5,064.26
12/20/16		450.00	759.64
12/20/16		3,000.00	5,064.26
12/20/16		4,867.00	8,215.92
12/28/16		-1.08	-1.82
01/03/17		400.00	673.84
01/04/17		3,000.00	5,053.01
01/06/17		180.00	303.08
01/13/17		12,204.00	20,526.29
01/18/17		3,000.00	5,041.79
02/02/17		3,000.00	5,030.59
03/02/17		3,000.00	5,006.67
03/02/17		150.00	250.33
05/11/17		53,888.98	88,954.37
05/11/17		45,000.00	74,281.36
05/24/17		9,115.00	15,015.06
05/24/17		21,991.00	36,225.59
06/08/17		21,993.31	36,148.91
03/08/18		-698.46	-1,099.81
04/26/18		-8,561.28	-13,378.40
06/26/18		8,561.28	13,251.49
03/01/19		753.94	1,122.43
03/08/19		1.16	1.73

02/16/26	TOTALS:	178.78	-134,974.50

ISSUE DATE: 02/16/16 REBATABL ARBITRAGE: -134,974.50
 COMP DATE: 02/16/26 NET INCOME: 178.78
 BOND YIELD: 5.801444% TAX INV YIELD: 0.013156%

\$3,645,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Three Project)
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.801444%)
02/16/16	Beg Bal	-194,383.60	-344,372.18
01/04/17		10.71	18.04
05/01/17		45.12	74.60
08/01/17		1,267.28	2,065.48
11/01/17		9,576.87	15,387.30
04/03/18		4,388.37	6,882.65
11/01/18		38,752.39	58,803.13
05/01/19		13,410.31	19,775.27
09/25/19		435.93	628.30
09/25/19		1,334.27	1,923.06
09/01/20		19,554.60	26,718.79
09/10/20		23,900.08	32,609.66
09/11/20		-23,875.08	-32,570.37
09/15/20		936.58	1,276.87
09/17/20		23,875.08	32,539.34
05/03/21		150.00	197.23
05/03/21		2.67	3.51
11/01/21		2.62	3.35
02/02/22		62.50	78.74
05/04/22		2.59	3.22
11/01/22		150.00	181.07
11/01/22		291.34	351.69
05/04/23		1,428.60	1,675.10
05/04/23		150.00	175.88
11/08/23		2,043.61	2,327.20
02/28/24		1,827.64	2,045.20
02/29/24	Bal	86,396.88	96,666.25
02/29/24	Acc	344.76	385.74

02/16/26	TOTALS:	12,082.12	-74,145.92

ISSUE DATE:	02/16/16	REBATABLE ARBITRAGE:	-74,145.92
COMP DATE:	02/16/26	NET INCOME:	12,082.12
BOND YIELD:	5.801444%	TAX INV YIELD:	1.113719%

\$3,645,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Three Project)
 Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	%	ADJUSTED RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.801444%)
02/16/16	Beg Bal	-151,250.00	50.00	-75,625.00	-133,978.10
02/16/16		5,000.00	50.00	2,500.00	4,429.03
02/16/16		37,000.00	50.00	18,500.00	32,774.81
02/16/16		39,000.00	50.00	19,500.00	34,546.42
02/16/16		23,000.00	50.00	11,500.00	20,373.53
02/16/16		35,910.38	50.00	17,955.19	31,809.62
02/17/16		4,700.00	50.00	2,350.00	4,162.63
03/08/16		6,639.62	50.00	3,319.81	5,860.89

02/16/26	TOTALS:	0.00		0.00	-21.18

ISSUE DATE: 02/16/16 REBATABLE ARBITRAGE: -21.18
 COMP DATE: 02/16/26 NET INCOME: 0.00
 BOND YIELD: 5.801444% TAX INV YIELD: 0.000000%

\$3,645,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Three Project)
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.801444%)
02/16/17		-1,670.00	-2,794.14
02/16/18		-1,700.00	-2,686.23
02/16/19		-1,730.00	-2,581.69
02/16/20		-1,760.00	-2,480.47
02/16/21		-1,780.00	-2,369.21
02/16/22		-1,830.00	-2,300.37
02/16/23		-1,960.00	-2,326.84
02/16/24		-2,070.00	-2,320.83

02/16/26	TOTALS:	-14,500.00	-19,859.79

ISSUE DATE: 02/16/16 REBATABLE ARBITRAGE: -19,859.79
 COMP DATE: 02/16/26
 BOND YIELD: 5.801444%

EXHIBIT 14

AGENDA

REBATE REPORT

\$1,785,000

**Highland Meadows II
Community Development District
(City of Davenport, Florida)
Special Assessment Bonds, Series 2016
(Assessment Area Four Project)**

**Dated: February 16, 2016
Delivered: February 16, 2016**

**Rebate Report to the Computation Date
February 16, 2026
Reflecting Activity To
February 29, 2024**



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
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(F) 860-321-7581

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March 20, 2024

Highland Meadows II Community Development District
c/o Ms. Patricia Thibault
Director - District Management Services
Breeze
1540 International Parkway
Suite 2000
Lake Mary, FL 32746

Re: \$1,785,000 Highland Meadows II Community Development District (City of Davenport, Florida),
Special Assessment Bonds, Series 2016 (Assessment Area Four Project)

Dear Ms. Thibault:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Highland Meadows II Community Development District (the "District")

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of February 28, 2025. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the February 16, 2026 Computation Date
Reflecting Activity from February 16, 2016 through February 29, 2024

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Fund	0.041172%	169.59	(40,926.73)
Debt Service Reserve Fund	1.177060%	6,606.99	(37,573.36)
Cost of Issuance Fund	0.017039%	0.67	(385.91)
Totals	0.687472%	\$6,777.25	\$(78,886.00)
Bond Yield	5.801444%		
Rebate Computation Credits			(19,859.79)
Net Rebatable Arbitrage			\$(98,745.79)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from February 16, 2016, the date of the closing, to February 29, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of February 16, 2026.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between February 16, 2016 and February 29, 2024, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

February 16, 2026.

7. Computation Period

The period beginning on February 16, 2016, the date of the closing, and ending on February 29, 2024, the Computation Date.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

12. Rebtable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund / Account	Account Number
Revenue	248024000
Acquisition & Construction	248024001
Cost of Issuance	248024007
Interest	248024002
Sinking	248024004
Prepayment	248024005
Debt Service Reserve	248024006
General Redemption	248024008

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebateable Arbitrage, as of February 29, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to February 16, 2026. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on February 16, 2026, is the Rebateable Arbitrage.

\$1,785,000
Highland Meadows II Community Development District
(City of Davenport, Florida)
Special Assessment Bonds, Series 2016
(Assessment Area Four Project)
Delivered: February 16, 2016

Sources of Funds	
-------------------------	--

Par Amount	\$1,785,000.00
Total	\$1,785,000.00

Uses of Funds	
----------------------	--

Acquisition & Construction Fund	\$1,577,478.12
Debt Service Reserve Fund	96,196.88
Cost of Issuance Fund	75,625.00
Underwriter's Discount	35,700.00
Total	\$1,785,000.00

PROOF OF ARBITRAGE YIELD

Highland Meadows II Community Development District
 (City of Davenport, Florida)
 \$3,645,000 Special Assessment Bonds, Series 2016
 (Assessment Area Three Project)
 \$1,785,000 Special Assessment Bonds, Series 2016
 (Assessment Area Four Project)

Date	Debt Service	Total	Present Value to 02/16/2016 @ 5.8014435804%
11/01/2016	217,445.05	217,445.05	208,812.63
05/01/2017	228,490.63	228,490.63	213,234.37
11/01/2017	151,990.63	151,990.63	137,843.79
05/01/2018	231,990.63	231,990.63	204,466.62
11/01/2018	150,390.63	150,390.63	128,811.41
05/01/2019	235,390.63	235,390.63	195,931.52
11/01/2019	148,690.63	148,690.63	120,276.37
05/01/2020	238,690.63	238,690.63	187,634.92
11/01/2020	146,890.63	146,890.63	112,215.79
05/01/2021	236,890.63	236,890.63	175,869.01
11/01/2021	144,640.63	144,640.63	104,355.02
05/01/2022	239,640.63	239,640.63	168,021.58
11/01/2022	142,265.63	142,265.63	96,936.24
05/01/2023	242,265.63	242,265.63	160,420.39
11/01/2023	139,765.63	139,765.63	89,939.35
05/01/2024	244,765.63	244,765.63	153,066.92
11/01/2024	137,140.63	137,140.63	83,344.83
05/01/2025	247,140.63	247,140.63	145,961.47
11/01/2025	134,390.63	134,390.63	77,133.79
05/01/2026	254,390.63	254,390.63	141,892.14
11/01/2026	131,390.63	131,390.63	71,220.20
05/01/2027	256,390.63	256,390.63	135,058.69
11/01/2027	127,875.00	127,875.00	65,461.75
05/01/2028	257,875.00	257,875.00	128,290.00
11/01/2028	124,218.76	124,218.76	60,055.44
05/01/2029	259,218.76	259,218.76	121,790.42
11/01/2029	120,421.88	120,421.88	54,983.67
05/01/2030	270,421.88	270,421.88	119,991.83
11/01/2030	116,203.13	116,203.13	50,108.25
05/01/2031	271,203.13	271,203.13	113,649.55
11/01/2031	111,843.75	111,843.75	45,547.69
05/01/2032	276,843.75	276,843.75	109,564.76
11/01/2032	107,203.13	107,203.13	41,231.13
05/01/2033	277,203.13	277,203.13	103,609.00
11/01/2033	102,421.88	102,421.88	37,202.63
05/01/2034	282,421.88	282,421.88	99,692.12
11/01/2034	97,359.38	97,359.38	33,398.11
05/01/2035	292,359.38	292,359.38	97,463.65
11/01/2035	91,875.01	91,875.01	29,764.91
05/01/2036	291,875.01	291,875.01	91,893.70
11/01/2036	86,250.00	86,250.00	26,389.40
05/01/2037	301,250.00	301,250.00	89,573.39
11/01/2037	79,800.00	79,800.00	23,058.79
05/01/2038	309,800.00	309,800.00	86,995.45
11/01/2038	72,900.00	72,900.00	19,894.10
05/01/2039	317,900.00	317,900.00	84,308.01
11/01/2039	65,550.00	65,550.00	16,894.00
05/01/2040	325,550.00	325,550.00	81,537.83
11/01/2040	57,750.00	57,750.00	14,056.43
05/01/2041	332,750.00	332,750.00	78,708.69
11/01/2041	49,500.00	49,500.00	11,378.67
05/01/2042	339,500.00	339,500.00	75,841.61
11/01/2042	40,800.00	40,800.00	8,857.47
05/01/2043	350,800.00	350,800.00	74,010.02
11/01/2043	31,500.00	31,500.00	6,458.37
05/01/2044	361,500.00	361,500.00	72,028.17

PROOF OF ARBITRAGE YIELD

Highland Meadows II Community Development District
 (City of Davenport, Florida)
 \$3,645,000 Special Assessment Bonds, Series 2016
 (Assessment Area Three Project)
 \$1,785,000 Special Assessment Bonds, Series 2016
 (Assessment Area Four Project)

Date	Debt Service	Total	Present Value to 02/16/2016 @ 5.8014435804%
11/01/2044	21,600.00	21,600.00	4,182.44
05/01/2045	371,600.00	371,600.00	69,925.07
11/01/2045	11,100.00	11,100.00	2,029.84
05/01/2046	381,100.00	381,100.00	67,726.61
	11,688,392.12	11,688,392.12	5,430,000.00

Proceeds Summary

Delivery date	02/16/2016
Par Value	5,430,000.00
Target for yield calculation	5,430,000.00

BOND DEBT SERVICE

\$1,785,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Four Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/16/2016					
11/01/2016			71,444.27	71,444.27	
05/01/2017	25,000	4.000%	50,431.25	75,431.25	146,875.52
11/01/2017			49,931.25	49,931.25	
05/01/2018	25,000	4.000%	49,931.25	74,931.25	124,862.50
11/01/2018			49,431.25	49,431.25	
05/01/2019	30,000	4.000%	49,431.25	79,431.25	128,862.50
11/01/2019			48,831.25	48,831.25	
05/01/2020	30,000	4.000%	48,831.25	78,831.25	127,662.50
11/01/2020			48,231.25	48,231.25	
05/01/2021	30,000	5.000%	48,231.25	78,231.25	126,462.50
11/01/2021			47,481.25	47,481.25	
05/01/2022	30,000	5.000%	47,481.25	77,481.25	124,962.50
11/01/2022			46,731.25	46,731.25	
05/01/2023	35,000	5.000%	46,731.25	81,731.25	128,462.50
11/01/2023			45,856.25	45,856.25	
05/01/2024	35,000	5.000%	45,856.25	80,856.25	126,712.50
11/01/2024			44,981.25	44,981.25	
05/01/2025	35,000	5.000%	44,981.25	79,981.25	124,962.50
11/01/2025			44,106.25	44,106.25	
05/01/2026	40,000	5.000%	44,106.25	84,106.25	128,212.50
11/01/2026			43,106.25	43,106.25	
05/01/2027	40,000	5.625%	43,106.25	83,106.25	126,212.50
11/01/2027			41,981.25	41,981.25	
05/01/2028	45,000	5.625%	41,981.25	86,981.25	128,962.50
11/01/2028			40,715.63	40,715.63	
05/01/2029	45,000	5.625%	40,715.63	85,715.63	126,431.26
11/01/2029			39,450.00	39,450.00	
05/01/2030	50,000	5.625%	39,450.00	89,450.00	128,900.00
11/01/2030			38,043.75	38,043.75	
05/01/2031	50,000	5.625%	38,043.75	88,043.75	126,087.50
11/01/2031			36,637.50	36,637.50	
05/01/2032	55,000	5.625%	36,637.50	91,637.50	128,275.00
11/01/2032			35,090.63	35,090.63	
05/01/2033	55,000	5.625%	35,090.63	90,090.63	125,181.26
11/01/2033			33,543.75	33,543.75	
05/01/2034	60,000	5.625%	33,543.75	93,543.75	127,087.50
11/01/2034			31,856.25	31,856.25	
05/01/2035	65,000	5.625%	31,856.25	96,856.25	128,712.50
11/01/2035			30,028.13	30,028.13	
05/01/2036	65,000	5.625%	30,028.13	95,028.13	125,056.26
11/01/2036			28,200.00	28,200.00	
05/01/2037	70,000	6.000%	28,200.00	98,200.00	126,400.00
11/01/2037			26,100.00	26,100.00	
05/01/2038	75,000	6.000%	26,100.00	101,100.00	127,200.00
11/01/2038			23,850.00	23,850.00	
05/01/2039	80,000	6.000%	23,850.00	103,850.00	127,700.00
11/01/2039			21,450.00	21,450.00	
05/01/2040	85,000	6.000%	21,450.00	106,450.00	127,900.00
11/01/2040			18,900.00	18,900.00	
05/01/2041	90,000	6.000%	18,900.00	108,900.00	127,800.00
11/01/2041			16,200.00	16,200.00	
05/01/2042	95,000	6.000%	16,200.00	111,200.00	127,400.00
11/01/2042			13,350.00	13,350.00	
05/01/2043	100,000	6.000%	13,350.00	113,350.00	126,700.00
11/01/2043			10,350.00	10,350.00	
05/01/2044	110,000	6.000%	10,350.00	120,350.00	130,700.00

BOND DEBT SERVICE

\$1,785,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Four Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2044			7,050.00	7,050.00	
05/01/2045	115,000	6.000%	7,050.00	122,050.00	129,100.00
11/01/2045			3,600.00	3,600.00	
05/01/2046	120,000	6.000%	3,600.00	123,600.00	127,200.00
	1,785,000		2,052,044.30	3,837,044.30	3,837,044.30

\$1,785,000
Highland Meadows II Community Development District
(City of Davenport, Florida)
Special Assessment Bonds, Series 2016
(Assessment Area Four Project)
Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.801444%)
02/16/16	Beg Bal	-1,577,478.12	-2,794,678.05
03/03/16		1,300.00	2,296.88
03/09/16		88,605.14	156,401.37
03/09/16		3,000.00	5,295.45
03/09/16		565.00	997.31
03/09/16		6,720.00	11,861.81
03/15/16		13,012.75	22,947.57
03/15/16		36,850.00	64,983.81
03/16/16		52,103.02	91,867.44
03/21/16		3,000.00	5,285.37
03/21/16		41,418.30	72,970.28
03/29/16		13,364.00	23,514.64
03/29/16		228.75	402.50
03/29/16		1,372.04	2,414.17
03/29/16		3,360.00	5,912.09
04/12/16		31,707.00	55,674.98
04/12/16		3,000.00	5,267.76
04/12/16		77.72	136.47
04/12/16		83.77	147.09
04/13/16		522,733.17	917,732.26
04/26/16		21,353.50	37,411.76
04/26/16		973.00	1,704.72
04/26/16		3,000.00	5,256.06
05/04/16		1,975.90	3,457.42
05/04/16		14,967.54	26,190.12
05/05/16		3,000.00	5,248.55
05/05/16		652.00	1,140.68
05/20/16		3,000.00	5,236.06
05/20/16		4,200.00	7,330.48
05/20/16		4,585.00	8,002.44
05/31/16		30,746.00	53,577.44
06/08/16		19,578.00	34,072.95
06/08/16		2,000.00	3,480.74
06/08/16		36,496.64	63,517.63
06/08/16		453.00	788.39
06/08/16		84,787.96	147,562.37
06/08/16		225.00	391.58
06/08/16		3,000.00	5,221.11
06/08/16		3,721.14	6,476.16
06/10/16		10,934.34	19,023.74
06/17/16		3,406.25	5,919.66
06/17/16		105,734.36	183,753.93
06/23/16		-80.00	-138.90
06/30/16		3,600.00	6,243.47
06/30/16		4,923.00	8,537.95
07/06/16		2,301.50	3,987.68
07/06/16		3,000.00	5,197.94

\$1,785,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Four Project)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.801444%)
07/06/16		167.00	289.35
07/06/16		1,178.80	2,042.44
07/06/16		107,793.82	186,768.46
07/08/16		112.50	194.86
07/08/16		36,076.48	62,487.89
07/13/16		75.00	129.80
07/13/16		3,000.00	5,192.16
07/14/16		652.92	1,129.84
07/14/16		200.00	346.09
07/14/16		95,766.53	165,718.69
07/27/16		2,800.00	4,835.25
07/27/16		3,000.00	5,180.62
08/08/16		2,780.00	4,792.33
08/08/16		3,360.00	5,792.17
08/08/16		3,000.00	5,171.58
08/08/16		157.50	271.51
08/08/16		4,488.00	7,736.68
08/08/16		39,483.40	68,063.85
08/11/16		75.00	129.23
08/11/16		23,874.80	41,137.20
08/17/16		3,000.00	5,164.19
08/17/16		3,000.00	5,164.19
09/01/16		-13,800.00	-23,702.50
09/02/16		100.00	171.73
09/02/16		3,000.00	5,151.90
09/08/16		7,039.80	12,077.93
09/09/16		-6,000.00	-10,292.35
09/12/16		6,799.28	11,657.87
09/12/16		954.17	1,636.00
09/12/16		620.40	1,063.72
09/13/16		270.00	462.86
09/26/16		3,000.00	5,132.30
10/04/16		2,016.00	3,444.52
10/04/16		3,000.00	5,125.78
10/20/16		3,000.00	5,112.77
11/02/16		2,258.16	3,841.15
11/02/16		3,000.00	5,103.03
11/02/16		1,704.00	2,898.52
11/07/16		1,698.50	2,886.87
11/07/16		45.00	76.48
11/21/16		3,000.00	5,087.65
11/23/16		990.00	1,678.39
12/20/16		3,000.00	5,064.26
12/20/16		3,000.00	5,064.26
12/20/16		1,957.50	3,304.43
01/03/17		700.00	1,179.22
01/04/17		3,000.00	5,053.01

\$1,785,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Four Project)
 Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.801444%)
01/06/17		270.00	454.63
01/06/17		500.00	841.90
01/18/17		3,000.00	5,041.79
02/02/17		3,000.00	5,030.59
03/02/17		3,000.00	5,006.67
03/02/17		277.50	463.12
04/25/17		405.00	670.23
04/25/17		400.00	661.96
06/08/17		745.00	1,224.51
06/30/17		200.00	327.58
07/13/17		-1,557.27	-2,545.39
09/08/17		-1,797.07	-2,911.79
10/25/18		5,683.83	8,632.91
03/01/19		6.62	9.86
03/08/19		0.01	0.01
08/02/19		84.74	123.17

02/16/26	TOTALS:	169.59	-40,926.73

ISSUE DATE: 02/16/16 REBATABLE ARBITRAGE: -40,926.73
 COMP DATE: 02/16/26 NET INCOME: 169.59
 BOND YIELD: 5.801444% TAX INV YIELD: 0.041172%

\$1,785,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Four Project)
 Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.801444%)
02/16/16	Beg Bal	-96,196.88	-170,423.48
01/04/17		5.30	8.93
05/01/17		22.33	36.92
11/01/17		5,947.51	9,555.95
04/03/18		3,278.24	5,141.54
11/07/18		9,150.12	13,871.23
02/01/19		370.15	553.69
05/01/19		2,609.66	3,848.29
08/01/19		400.25	581.84
09/25/19		225.00	324.29
09/25/19		364.30	525.06
10/03/19		25,514.07	36,726.25
09/15/20		404.29	551.18
05/03/21		150.00	197.23
06/22/21		0.77	1.00
11/01/21		0.77	0.98
02/02/22		70.31	88.58
05/04/22		1.52	1.89
11/01/22		170.73	206.09
11/01/22		101.57	122.61
05/04/23		837.05	981.48
11/08/23		1,198.69	1,365.03
02/28/24		1,072.64	1,200.33
02/29/24	Bal	50,706.25	56,733.33
02/29/24	Acc	202.35	226.40

02/16/26	TOTALS:	6,606.99	-37,573.36

ISSUE DATE: 02/16/16 REBATABLE ARBITRAGE: -37,573.36
 COMP DATE: 02/16/26 NET INCOME: 6,606.99
 BOND YIELD: 5.801444% TAX INV YIELD: 1.177060%

\$1,785,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Four Project)
 Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.801444%)
02/16/16	Beg Bal	-75,625.00	-133,978.10
02/16/16		75,625.00	133,978.10
03/08/16		-6,639.62	-11,721.79
04/12/16		1,250.00	2,194.90
04/21/16		1,623.00	2,845.79
02/24/17		3,767.29	6,295.19

02/16/26	TOTALS:	0.67	-385.91

ISSUE DATE:	02/16/16	REBATABLE ARBITRAGE:	-385.91
COMP DATE:	02/16/26	NET INCOME:	0.67
BOND YIELD:	5.801444%	TAX INV YIELD:	0.017039%

\$1,785,000
 Highland Meadows II Community Development District
 (City of Davenport, Florida)
 Special Assessment Bonds, Series 2016
 (Assessment Area Four Project)
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.801444%)
02/16/17		-1,670.00	-2,794.14
02/16/18		-1,700.00	-2,686.23
02/16/19		-1,730.00	-2,581.69
02/16/20		-1,760.00	-2,480.47
02/16/21		-1,780.00	-2,369.21
02/16/22		-1,830.00	-2,300.37
02/16/23		-1,960.00	-2,326.84
02/16/24		-2,070.00	-2,320.83

02/16/26	TOTALS:	-14,500.00	-19,859.79

ISSUE DATE: 02/16/16 REBATABLE ARBITRAGE: -19,859.79
 COMP DATE: 02/16/26
 BOND YIELD: 5.801444%

EXHIBIT 15

AGENDA

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT
PUBLIC POOL AND BATHING PLACE
INSPECTION REPORT**



1 of 3

Facility Information

RESULT: Pool Closed

Permit Number: 53-60-1760719
Name of Facility: Highland Meadows Pool
Address: 1090 Condor Drive
City, Zip: Haines City 33844

**Correct By: None
Re-Inspection Date: None**

Type: Public Pool > 25000 Gallons
Owner: Highland Meadows II CDD
Person In Charge: Manager Phone: 407-841-5524
PIC Email: bmendes@rizzetta.com
Pool Operator: HP Home Maintenance Phone: 407-412-3731

Inspection Information

Purpose: Routine Begin Time: 09:57 AM
Inspection Date: 2/21/2024 End Time: 10:34 AM

Additional Information

22. Free Chlorine 3.0	VOLUME 164000
23. pH 7.8	POOL LOAD 180
24. Chlor. Stabilizer 0	FLOW RATE 900
33. Flowmeter 825	NIGHT SWIM No
34. Thermometer	FILTER TYPE DEV

Items checked are not in compliance with Chapter 386 or 514, Florida Statutes, or Chapter 64E-9 or 64E-10, Florida Administrative Code. These violations must be corrected by the date indicated to avoid closure, administrative fines, or other legal actions. Florida Building Code (FBC) violations are reported to the local building official, and depending upon risk severity, the Department of Health may close the pool or rescind the operating permit.

Violation Markings

POOL AREA X 1. Water Clarity/Algae Control X 2. Deck/Walkways X 3. Tile/Pool Finish 4. Depth Markers-FBC 5. Handrail/Ladder-FBC 6. Step Markings-FBC X 7. Suction Outlets-514.0315(1) 8. Gutter Grates/Skimmer-FBC 9. Lighting 10. No Dive Markings-FBC 11. Diving Board-FBC 12. Pool Cover 13. Pool Side Shower-FBC POOL SAFETY 14. Life Hook(s) w/Pole 15. Life Ring(s) w/Rope 16. Safety Line	17. Rules Posted 18. Certification SANITARY FACILITIES 19. Supplies 64E-10, FAC 20. Clean 64E-10, FAC WATER QUALITY 21. Approved Test Kit 22. Free Chlor./Brom. 23. pH 24. Chlor. Stabilizer 25. Spa Requirements-ORP EQUIPMENT ROOM 26. Wading Pool-Quick Dump X 27. Water Level/Control X 28. Disinfection Feeder/Generator 29. pH Feeder X 30. Chem. Container Label-FBC X 31. Filter / Pump	32. Vacuum Cleaner-FBC X 33. Flowmeter 34. Thermometer 35. Pressure/Vacuum Gauge X 36. Equip. Room 37. Cross Connection 38. Gas Chlorine Eq.-FBC 39. Waste Water - FBC 40. D.E. Separator-FBC 41. Other Equipment 42. Equip. Change-FBC 43. Approved Chemicals X 44. Maintenance Log 45. Inspection Posted 46. Safety-514.0315(2) 47. Fences/Gates- FBC 48. Other 49. Other
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NOTE: It is unlawful to modify a public pool or its equipment without prior approval from the local building department and submitting an application to DOH.

Inspector Signature:

Client Signature:

STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT
PUBLIC POOL AND BATHING PLACE
INSPECTION REPORT



2 of 3

General Comments

Pool is CLOSED, email me when violations #28,29,30 are corrected .

Email Address(es): bmendes@rizzetta.com

DOH Web Page For Pools: <http://www.floridahealth.gov/environmental-health/swimming-pools/index.html>

Inspector Signature:

Handwritten signature of the inspector.

Client Signature:

Handwritten signature of the client.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT
PUBLIC POOL AND BATHING PLACE
INSPECTION REPORT



3 of 3

Violations Comments

<p>Violation #1. Water Clarity/Algae Control There are some black algae spots in the pool / water line tile. CODE REFERENCE: Pool Appearance/Algae/Clarity. 64E-9.004(1)(c) & (3); 64E-9.017(1)(c). The pool shall be free from floating debris, sediment, dirt, algae. The main drain shall be visible.</p>
<p>Violation #2. Deck/Walkways Need to repair sunken pavers on deck...REPEAT VIOLATION CODE REFERENCE: Deck/Walkway 64E-9.004(3); FBC 454.1.3.1.3; 454.1.7.7; 454.1.8.5. Pool deck areas shall be free from sediment, debris, dirt, standing water, and algae; and refinished as needed to maintain safety/sanitation. Wet decks shall be unobstructed.</p>
<p>Violation #3. Tile/Pool Finish There are some water line tiles that need replaced...REPEAT VIOLATION CODE REFERENCE: Tile/Pool Finish. 64E-9.004(3); 64E-9.017(1)(h). Pool finish and tile shall be maintained in a safe and sanitary condition.</p>
<p>Violation #7. Suction Outlets-514.0315(1) Existing main drain covers EXPIRE on 05/05/24, must be replaced by a licensed contractor, the attached form completed and emailed to me. CODE REFERENCE: Suction Outlet Covers. Section 514.0315(1), F.S.; 64E-9.008(3)(a) & (10)(c); 64E-9.017(1)(e) & (g). All suction outlet covers/ grates shall be maintained as properly secured, intact, tested, reported to DOH on Verification form DH4157, and in compliance with the national anti-entrapment standard cited in section 514.0315(1), F.S.</p>
<p>Violation #27. Water Level/Control Water level too low. CODE REFERENCE: Water Level/Control. 64E-9.004(6); FBC 454.1.6.5.11. The pool water level shall be maintained for continuous skimming flow during periods of non-use. A manual and automatic fill device shall be provided and shall discharge into the collector tank.</p>
<p>Violation #28. Disinfection Feeder/Generator Chlorine feeders turned off, must be operational at all times. CODE REFERENCE: Disinfection Feeder. 64E-9.008(10)(e); 64E-9.017(1). A properly sized disinfection feeder and/or generator shall be provided. Electrical pumps must be electrically interlocked with the recirculation pump. Feeders/generators must be certified under NSF/ANSI 50.</p>
<p>Violation #30. Chem. Container Label-FBC Chlorine drum must be labeled. CODE REFERENCE: Chemical Container/Labeled. FBC 454.1.6.5.16.2 & .3. Solution reservoirs shall have at least 50 percent storage capacity of the solution pump and shall be labeled.</p>
<p>Violation #31. Filter / Pump Acid feeders turned off, must be operational at all times. CODE REFERENCE: Filter/Pump. 64E-9.004(6) & .008(10). The filter & pump shall be properly sized and operable, at the design flow rate.</p>
<p>Violation #33. Flowmeter Flow is low, should be 900 GPM CODE REFERENCE: Flowmeter. 64E-9.008(10)(b); FBC 454.1.6.5.13. All pools shall have a functional flowmeter capable of reading from 1/2 to 1&1/2 the design flow rate.</p>
<p>Violation #36. Equip. Room I need a key for access to the pool equipment area. There is a lock box on the fence, leave a key in there and send me the combination. CODE REFERENCE: Equipment Room Drainage/Vent/Lighting/Clean. 64E-9.008(10) & (13); FBC 454.1.5.1-.9. Equipment room shall: have Drainage, ventilation, lighting and be clutter free.</p>
<p>Violation #44. Maintenance Log No maintenance log. CODE REFERENCE: Maintenance Log. 64E-9.004(11). Daily record must be kept for pH and disinfectant residual tested each day the pool is open for use, and weekly for Cyanuric Acid.</p>

Inspection Conducted By: Donald LaFleur (69746)
Inspector Contact Number: Work: (863) 578-2032 ex.
Print Client Name:
Date: 2/21/2024

Inspector Signature:

Client Signature:

EXHIBIT 16

AGENDA



DOH Permit No. _____ County _____

Pool Owner/Operator Verification of Entrapment Safety Features

1. Name of Facility Pool: _____

2. Street Address: _____

City: _____ Zip: _____ Facility Phone: _____

3. Owner's Name: _____
(Print Name)

4. Owner's Phone: _____ Email: _____

5. Suction Outlet Drain Cover(s) as required by section 514.0315(1), FS:

Make & Model Number: _____
(You may use additional sheets if facility has more than one device or system.)

Installation Date: _____ FL Approved Flow (GPM): _____ Life Years: _____

6. Type of Safety Device installed as required by section 514.0315(2), FS: (Check one)

a. Safety Vacuum Release System

Make & Model Number: _____
(Use additional sheets if facility has more than one device or system.)

b. Suction Limiting Vent System w/Tamper-Resistant Atmospheric Opening

c. Automatic Pump Shut-off System

Make & Model Number: _____
(Use additional sheets if facility has more than one device or system.)

d. Dual Drains (must be on the same drain line & 36" apart on center)

e. Drain Disablement (requires a construction or modification permit)

f. Gravity Drainage with Collector Tank (requires a construction or modification permit)

Installation Date: _____

Licensed pool contractor that installed the device/system:

(Installation by a FL licensed pool contractor is a requirement of s. 514.0315(2), Florida Statutes)

Name: _____

Phone Number: _____ License Number: _____

E-mail: _____

7. Owner's commitment to have all safety device operation & maintenance manuals on site and readily available, and to conduct routine testing of the device/system in accordance with the manufacturer's recommendations or in accordance with state code testing requirements:

Signature of Duly Authorized Person (owner, permittee, corporate officer or registered agent.)

Print Name

Date

EXHIBIT 17

AGENDA



200 S. F. Street
Haines City, Florida 33844

Phone 863-422-5207 | Fax 863-422-1816

Polk County License # 214815

Date : February 12, 2024

SUBMITTED TO:

Bryan Schaub
Landscape Specialist
Rizzetta & Company

Phone : (813)533-2950
Email: Bsschaub@rizzetta.com

Job Name / Location:

Highlands Meadows 2
Soccer Field
1015 Condor Dr , Haines City FL, 33844

Proposal to : Remove existing sod and dispose , Grade and install new sod / Bermuda

	Qty	Unit	Unit Cost	TOTAL
Removal , Prep and Install Bermuda Sod .	22,000	Sqft		\$30,030.00
	Total			\$30,030.00

The customer agrees, that by signing this proposal, it shall become a legal and binding contract and shall supersede any previous agreements, discussed or implied. The customer further agrees to all terms and conditions set forth within and shall be responsible for any/all court and/or attorney fees incurred by Prince and Sons, Inc.required to obtain collection for any portion of money owed for material and/or work performed by Prince and Sons Inc. Plywood will be in place to help prevent pool paver damage

Submitted by: **Craig Bramblett**

Date Submitted: February 12, 2024

Accepted by: _____

Date Accepted: _____

EXHIBIT 18

AGENDA



A&E DREAM HOMES LLC

Dear,

Highland Meadows 2 CDD

WORK PROJECT

- Replacement of corroded hardware.
 - Excavation of corroded structural components.
 - Pressure wash all debris and algae built up.
 - UV resistance paint coating.
 - Mulch replacement recommended.
 - Industrial Paint quality.
 - Debris, oil, Algae resistance to stain final paint coating.
 - Lifetime Warranty on delamination.
 - Surface excavation and clean up prior to coating.
 - Comply with OSHA regulations on chemical management and safety measures in the project area.
 - All Consumables required to perform the maintenance are supplied by A&E Dream Homes
-

YOUR INVESTMENT

The contract proposes a fixed price of \$4,422.62, Requires 60% deposit to initiate, additional upon 40% project completion. All repairs and replacements performed by A&E Homes will have a 2-years warranty coverage. In consideration of the Customer's payment of the Compensation, the Vendor shall perform the services set forth in its scope of work attached hereto as "Work Project" at the service site set forth above. Unless otherwise specified. The Customer shall pay the Contractor the compensation set forth and when due. If no time for payment is specified, all amounts shall be paid within thirty (30) calendar days from the date of performance of the portion of Services invoiced for. In the event of nonpayment, Vender shall charge, and Customer agrees to pay, interest at the rate of two percent (2%) per month on until the total outstanding balance until paid in full.

TERMS

The pricing in this proposal is valid for 30 days. The Services shall be performed in a workmanlike manner. Vendor's personnel will wear uniforms, as well as all safety and PPE required by the occupational Safety and Health Administration (OSHA), while on Property. Vendor may immediately suspend performance of the Services without notice to Customer until payment is brought current in full. In addition, in the event of nonpayment, Vendor's may condition its continued performance (after suspension) upon Customer's payment of a deposit equal to one (1) month's Service, which shall be applied to the last month of the Term. Or to any outstanding balance owed to Vendor's by Customer in the Future.

Termination

Either party may terminate this Agreement for any reason, or for no reason, by delivering written notice of their intent to terminate this Agreement of not less than sixty (30) days to the other party. This Agreement shall begin upon the Effective Date and shall continue for a period of twelve (12) months. Unless terminated or renewed as provided for herein, upon the expiration of the Term, this Agreement shall automatically be renewed for successive twelve (12) month terms. In the event of a material breach of this Agreement by either party, the other party may deliver written notice of such breach to the other party specifying such breach. Upon receipt of such notice, the breaching party shall have ten (14) days within which to cure the complaint of breach. If the breaching party fails to cure such breach within this time period, then the other party may terminate this Agreement immediately upon additional written notice. Cause shall not exist if the alleged breach is something not the responsibility of a party hereunder.

Choice of Law; Venue; Jury Trial Waiver

Venue for any legal action or mediation arising from or relating to either this Agreement or the Services shall be proper, convenient, and exclusively held in the courts of the county wherein Vendor's principal place of business is located. If any legal action is taken by

either party to enforce any provision of this Agreement against the other party, the prevailing party therefrom shall be entitled to recover from the non-prevailing party all costs, fees, and expenses arising from such legal action, including accounting costs, court costs, attorneys' fees, and all other reasonably related expenses. The term "prevailing party" means the party prevailing on the substantial matters of law at issue in such action. BOTH PARTIES HERETO EXPRESSLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES, AND EXPRESSLY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE FOREGOING COURTS. BOTH PARTIES EXPRESSLY AGREE THAT THE LAWS OF THE STATE OF FLORIDA, EXCLUSIVE OF ITS CHOICE OF LAWS PRINCIPLES, SHALL APPLY TO THIS AGREEMENT. BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL BE CONSIDERED TO HAVE BEEN MADE AND ENTERED INTO IN ORANGE COUNTY, FLORIDA, NOTWITHSTANDING ANY CONTRACTUAL PROVISION, LAW, OR EQUITABLE PRINCIPLE TO THE CONTRARY.

Insurance; Licensing

The Vendor represents that the Contractor is fully insured for required workers' compensation coverage on its employees and carries general liability insurance covering its Services. Contractor shall provide a copy of the same to Customer upon request. Contractor shall be responsible for obtaining any licenses and/or permits required by law for activities at the Property.

Loss; Liability

Vendor shall bear the risk of loss for any products, equipment, personal property, landscaping, flowers, grass, or shrubbery which are damaged by Vendor's Services, or any intervening or superseding cause. Furthermore, Vendor shall not be responsible for any pre-existing damage to items at the Property, even if such items are maintained as part of the Services. In addition, and without limiting the generality of the foregoing,

Vendor is not responsible for, and Customer holds Vendor harmless for: (1). damage to or maintenance/replacement of any personal property, fixtures, furnishings, or equipment located at the Property; (2). any damage due to vandalism, theft, or the actions/inactions of any third party; and (3). any damage due to the operation of Vendor's equipment in performing the Services.

Notes

Proposal for Playground Rehabilitation Introduction:

We are excited to present this proposal for the rehabilitation of the playground. Our goal is to revitalize the playground area, ensuring it remains a safe, engaging, and enjoyable space for children and families in the community. Below is an outline of our proposed project plan:

Project Overview:

The project involves the comprehensive rehabilitation of the playground, including the assessment, repair, and enhancement of existing equipment and amenities to improve safety, accessibility, and aesthetics.

Scope of Work:

1. Site Assessment:

- Conduct a thorough assessment of the playground area to identify existing issues, safety concerns, and areas in need of rehabilitation.
-

- Evaluate the condition of playground equipment, surfacing, and amenities.

2. Safety Upgrades:

- Address any safety hazards identified during the assessment, such as broken or deteriorated equipment, sharp edges, or tripping hazards.
- Repair or replace damaged components to meet safety standards and ensure compliance with relevant regulations.

3. Equipment Rehabilitation:

- Refurbish existing playground equipment to extend its lifespan and functionality.
- Replace worn-out parts, repaint surfaces, and reinforce structural elements as needed.
- Install additional safety features, such as handrails or barriers, to enhance user safety.

4. Surfacing Improvements:

- Upgrade the playground surfacing to provide adequate cushioning and impact absorption, reducing the risk of injuries from falls.
- Consider options such as rubber mulch, poured-in-place rubber, or engineered wood fiber to meet safety standards and enhance accessibility for all users.

5. Aesthetic Enhancements:

- Enhance the visual appeal of the playground with fresh paint, vibrant colors, and themed elements.
- Incorporate creative signage, murals, or graphics to stimulate imagination and play.

6. Accessibility Features:

- Ensure the playground is accessible to individuals of all ages and abilities by incorporating inclusive design principles.
- Install ramps, transfer stations, and accessible pathways to facilitate wheelchair access and mobility.

Project Timeline:

- The proposed timeline for the playground rehabilitation is 48 hours, with milestones for assessment, repairs, and final enhancements.
- We will work diligently to minimize disruptions to park visitors and complete the project in a timely manner.

Conclusion:

We are committed to revitalizing the playground to create a safe, welcoming, and enjoyable environment for children and families to explore, play, and connect with nature. Safety standards to ensure the success of this project. We look forward to partnering with you to bring this vision to life and make a positive impact on the community.















To discuss your project and formalize this agreement, please reach out at:

A&E DREAM HOMES, LLC.

929-245-1274

AEDREAMHOMES@OUTLOOK.COM

1. Services to be performed at:

Highland Meadows 2 CDD Amenity Playground

1015 Condor Drive, Haines City, FL 33844

CLIENT

Breeze Home

1540 International pkwy St. 2000 Lake Mary, FL 32746.

Signature

PREPARED BY: *Lopez, Josmar*

EXHIBIT 19

AGENDA



A&E DREAM HOMES LLC

Dear,

Highland Meadows 2 CDD

WORK PROJECT

- Weekly water treatment, PH balance, Chlorine, and acid monitoring
 - Troubleshoots failed components using basic forms of test equipment, schematics/prints, leak detection equipment and other specialized tools, equipment, and resources.
 - Performs basic preventative and predictive maintenance as prescribed by OEM specifications to include changing time-limited parts, calibrating equipment per OEM specifications as well as basic cleaning and lubricating to maintain all pool equipment's in proper working order.
 - Completes inspections and creates necessary work orders for discrepancies found. Follows correct chain of command to notify appropriate management when necessary.
 - Documents all findings and work performed throughout the process of troubleshooting and performing repairs.
 - Perform regular calcium removal, clean pool tiles, and conduct tile repair and replacement when needed.
 - Maintain pool light fixtures and replacements when needed.
 - Repair minor pool surface cracks.
 - Conduct regular debris removal in the pool.
 - Removal of any algae or buildup on pool surfaces.
 - Conduct quarterly pool deck pressure wash on both pools and applied outdoor sealant to prevent debris build up.
 - Maintain and repair pool deck furnishing, shade structures on both pool decks.
 - Pool Janitorial area upkeep.
 - All Consumables and tools required to perform are supplied by A&E Dream Homes.
-

YOUR INVESTMENT

The contract proposes a fixed price of \$4,779.82, 12-monthly payments for the pool. In consideration of the Customer's payment of the Compensation, the Vendor shall perform the services set forth in its scope of work attached hereto as "Work Project" at the service site set forth above. Unless otherwise specified. The Customer shall pay the Contractor the compensation set forth and when due. If no time for payment is specified, all amounts shall be paid within thirty (30) calendar days from the date of performance of the portion of Services invoiced for. In the event of nonpayment, Vendor shall charge, and Customer agrees to pay, interest at the rate of two percent (2%) per month on until the total outstanding balance until paid in full.

TERMS

The pricing in this proposal is valid for 30 days. The Services shall be performed in a workmanlike manner. Vendor's personnel will wear uniforms, as well as all safety and PPE required by the occupational Safety and Health Administration (OSHA), while on Property. Vendor may immediately suspend performance of the Services without notice to Customer until payment is brought current in full. In addition, in the event of nonpayment, Vendor's may condition its continued performance (after suspension) upon Customer's payment of a deposit equal to one (1) month's Service, which shall be applied to the last month of the Term. Or to any outstanding balance owed to Vendor's by Customer in the Future.

Termination

Either party may terminate this Agreement for any reason, or for no reason, by delivering written notice of their intent to terminate this Agreement of not less than sixty (30) days to the other party. This Agreement shall begin upon the Effective Date and shall continue for a period of twelve (12) months. Unless terminated or renewed as provided for herein, upon the expiration of the Term, this Agreement shall automatically be renewed for successive twelve (12) month terms. In the event of a material breach of this Agreement by either party, the other party may deliver written notice of such breach to the other party specifying such breach. Upon receipt of such notice, the breaching party shall have ten (14) days within which to cure the complaint of breach. If the breaching party fails to cure such breach within this time period, then the other party may terminate this Agreement immediately upon additional written notice. Cause shall not exist if the alleged breach is something not the responsibility of a party hereunder.

Choice of Law; Venue; Jury Trial Waiver

Venue for any legal action or mediation arising from or relating to either this Agreement or the Services shall be proper, convenient, and exclusively held in the courts of the county wherein Vendor's principal place of business is located. If any legal action is taken by either party to enforce any provision of this Agreement against the other party, the prevailing party therefrom

shall be entitled to recover from the non-prevailing party all costs, fees, and expenses arising from such legal action, including accounting costs, court costs, attorneys' fees, and all other reasonably related expenses. The term "prevailing party" means the party prevailing on the substantial matters of law at issue in such action. BOTH PARTIES HERETO EXPRESSLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES, AND EXPRESSLY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE FOREGOING COURTS. BOTH PARTIES EXPRESSLY AGREE THAT THE LAWS OF THE STATE OF FLORIDA, EXCLUSIVE OF ITS CHOICE OF LAWS PRINCIPLES, SHALL APPLY TO THIS AGREEMENT. BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL BE CONSIDERED TO HAVE BEEN MADE AND ENTERED INTO IN ORANGE COUNTY, FLORIDA, NOTWITHSTANDING ANY CONTRACTUAL PROVISION, LAW, OR EQUITABLE PRINCIPLE TO THE CONTRARY.

Insurance; Licensing

The Vendor represents that the Contractor is fully insured for required workers' compensation coverage on its employees and carries general liability insurance

covering its Services. Contractor shall provide a copy of the same to Customer upon request. Contractor shall be responsible for obtaining any licenses and/or permits required by law for activities at the Property.

Loss; Liability

Vendor shall bear the risk of loss for any products, equipment, personal property, landscaping, flowers, grass, or shrubbery which are damaged by Vendor's Services, or any intervening or superseding cause. Furthermore, Vendor shall not be responsible for any pre-existing damage to items at the Property, even if such items are maintained as part of the Services. In addition, and without limiting the generality of the foregoing,

Vendor is not responsible for, and Customer holds Vendor harmless for: (1). damage to or maintenance/replacement of any personal property, fixtures, furnishings, or equipment located at the Property; (2). any damage due to vandalism, theft, or the actions/inactions of any third party; and (3). any damage due to the operation of Vendor's equipment in performing the Services.

Notes

Routine Maintenance Inspections:

We offer regular inspections of pool motor pumps to identify any potential issues or signs of wear and tear. Our technicians will thoroughly inspect all components, including the motor, impeller, seals, and bearings, to ensure everything is functioning correctly.

Cleaning and Lubrication:

Our maintenance services include cleaning the motor pump components and removing any debris or buildup that may impede performance. We also provide lubrication of moving parts to reduce friction and prolong the lifespan of the motor pump.

Electrical System Checks:

We conduct thorough checks of the electrical system associated with the pool motor pump, including wiring, connections, and controls, to ensure safe and reliable operation. Any issues or potential hazards will be addressed promptly to prevent accidents or damage to the equipment.

Alignment and Calibration:

Proper alignment and calibration of the motor pump are essential for optimal performance and energy efficiency. Our technicians will ensure that the motor pump is

correctly aligned and calibrated to minimize vibration and noise and maximize efficiency.

Performance Testing:

We perform comprehensive performance testing of the pool motor pump to assess its output and efficiency. Any deviations from expected performance metrics will be addressed, and adjustments will be made as necessary to optimize performance.

Emergency Repairs:

In the event of unexpected breakdowns or malfunctions, our team is available to provide emergency repair services for pool motor pumps. We understand the importance of minimizing downtime and will work quickly to resolve any issues and get your pool back up and running smoothly.

Replacement Parts Sourcing:

If replacement parts are needed for the pool motor pump, we can source high-quality parts from trusted manufacturers to ensure compatibility and reliability. Our technicians will install the replacement parts promptly and correctly to restore the functionality of the motor pump.

Scheduled Maintenance Plans:

To help pool owners stay on top of their maintenance needs, we offer customized scheduled maintenance plans tailored to their specific requirements. These plans

include regular service visits and proactive maintenance to prevent costly repairs and downtime.

Regular Cleaning and Vacuuming:

We offer scheduled cleaning and vacuuming services to remove debris, leaves, and other contaminants from your pool. Our technicians will thoroughly clean the pool surface, walls, and floor to maintain pristine water quality and clarity.

Skimmer and Basket Cleaning:

Our maintenance services include cleaning and emptying skimmer baskets and pump strainer baskets to ensure proper filtration and circulation of water. This helps prevent clogs and ensures efficient operation of the pool filtration system.

Water Chemistry Testing and Balancing:

We conduct regular water chemistry tests to monitor pH levels, chlorine levels, alkalinity, and other important parameters. Based on the test results, we will adjust the water chemistry as needed to maintain a balanced and healthy swimming environment.

Filter Maintenance and Backwashing:

Our technicians will inspect and clean the pool filter to remove dirt, debris, and other contaminants that may affect filtration efficiency. We also perform backwashing of sand and DE filters to flush out accumulated debris and restore optimal flow rates.

Tile and Surface Cleaning:

We offer professional tile and surface cleaning services to remove calcium deposits, algae, and other stains from pool tiles, walls, and surfaces. Our gentle yet effective cleaning methods will restore the beauty of your pool and enhance its visual appeal.

Equipment Inspection and Maintenance:

Our maintenance services include thorough inspections of pool equipment, including pumps, heaters, valves, and automation systems. Any issues or potential problems will be identified and addressed promptly to prevent costly repairs or downtime.

Leak Detection and Repair:

We utilize advanced leak detection techniques to identify and repair leaks in your pool or associated plumbing. Our goal is to minimize water loss and prevent damage to your property while ensuring the long-term integrity of your pool structure.

Winterization and Opening Services:

We offer winterization services to prepare your pool for the colder months, including draining water from pipes, adding antifreeze, and covering the pool to protect it from the elements. Additionally, we provide opening services in the spring to remove covers, reassemble equipment, and prepare the pool for the swimming season.

To discuss your project and formalize this agreement, please reach out at:

A&E DREAM HOMES, LLC.

929-245-1274

AEDREAMHOMES@OUTLOOK.COM

1. Services to be performed at:

Highland Meadows 2 CDD Amenity Pool

1015 Condor Dr, Haines City, FL 33844

CLIENT

Breeze Community Management

1540 International pkwy St. 2000 Lake Mary, FL 32746

Signature

PREPARED BY: *Lopez, Josmar*

EXHIBIT 20

AGENDA



Thank you for your interest in partnering with Robert's Pool Service. We are a family owned, and operated swimming pool service that **STILL BELIEVES, the customer should come first!** We are state licensed and insured. We have been serving central Florida since 1977 and are on call 24 hours a day to meet your swimming pool needs. Since we have never advertised, we have relied on our honesty, word of mouth reputation, and our excellent customer service to keep our business strong for more than four decades. This guarantees you the best and most dedicated pool service and pool repairs **AT THE LOWEST PRICES AROUND.** We stake our business on that!

So, give us, or one of our satisfied customers, a call. We are excited about the opportunity to prove to you that **we are the best in the business!**

Thank you,
Pat Buchanan

Pat Buchanan
President

Cell: 407 948-6063

JP Buchanan

Vice President

Cell: 407 948-5810

Robert's Pool Service and Repair

19315 Old Lake Pickett Road Orlando, FL 32820
Office: 407 568-1074 Fax: 407 568-7483
CPC 041419

PROPOSAL AND ACCEPTANCE

ROBERTS POOL SERVICE and REPAIR, Inc.

19315 Lake Pickett Road, Orlando, FL 32820

3395728

Date: December 14, 2023

Office 407 568-1074

Fax 407 568-7483

Cells Pat 407 948-6063

J.P. 407 948-5810

E mail: Robertspool1977@aol.com

CPC 041419

Proposal submitted to: Brian Mendes

Work to be performed at:

Name Highland Meadows II CDD

Highland Meadows II

Street 1015 Condor Dr.

E Mail:

City Haines City, Florida 33844

BMendes@rizzetta.com

Phone 407 472-2471 EXT 4404

We hereby submit specifications and estimates for:

COMMERCIAL POOL MAINTENANCE and CHEMICALS

1. Balance water chemicals
2. Cleaning filters
3. Brush pool as needed
4. Vacuum pool as needed
5. Cleaning tile
6. Adjusting water level
7. Clean and maintain pump room
8. Maintain log sheets for inspections

This proposal includes : 1 Pool

We propose to furnish labor and chemicals

Complete in accordance with above specifications for the sum of: \$ 2000.00 Per Month
for 3 day a week maintenance

With payment to be made as follows:

All billings to be submitted on the 1st of each month of service and are due at Net 30 days.

Authorized Signature *Patricia C. Buchanan*

This contract is ongoing and requires a 30 day cancellation notice by either party to terminate.

No visits will be made on public holidays in effort to allow our employees to enjoy these family days. If your pool is missed on one of these days, extraordinary effort will be taken on the previous visit to assure that the pool will remain in good condition during the extended period.

It is the expectation that debris on the pool decks will be removed daily by the property maintenance team

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____

Date of Acceptance: _____

Serving Central Florida since 1977

Robert's Pool Service & Repair

QUOTE

CPC#041419

19315 Lake Pickett Road
Orlando, FL 32820
Phone (407) 948-6063 Fax (407) 568-7483

December 22, 2023
27597322

Bill To:

Highland Meadows II CDD
1015 Condor Drive
Haines City, Florida 33844

Quote is Good until
January 22, 2023

We propose to furnish labor and materials as follows:

Page 1 of 2



Pool

- Drain water to a suitable area
- Grind around fitting and lights and underneath tile to allow for flush finish of new surface
- Remove all hollow and loose material from shell
- Chip off all existing step tiles
- Install 6X2 slip resistant contrasting step tiles on steps / **Per code**
- Chip off all existing waterline tile
- Install 2X6 slip resistant contrasting waterline tile / **Per code**
- Chip off all existing 6X6 Gutter tile
- Install all new 6X6 Gutter tile
- Install all new Gutter extensions complete with covers
- Acid wash pool to eliminate any smooth areas
- Apply acrylic based bonding coat for bonding of new finish
- Apply new Diamond Brite exposed aggregate finish
- Trowel during curing for a smooth and durable finish
- Install new VGB approved main drains
- Install new floor inlet extensions

Payment to be made as follows: 25% upon signed contract, 25% upon commencement of work, 50% upon completion of work unless other approved arrangement are made. Any alterations from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above estimate. Robert's Pool Service is authorized to do the above said work.

Accepted by _____ **Date** _____

Signature of Owner or Representative & Date

Respectfully submitted by: Patricia C Buchanan

Patricia C. Buchanan

The pool deck will be closed while renovation is being done. 21 to 30 days weather permitting **Date To Begin:** _____

Serving Central Florida's Pool Care Needs Since 1977

Robert's Pool Service & Repair

QUOTE

CPC#041419

19315 Lake Pickett Road
Orlando, FL 32820
Phone (407) 948-6063 Fax (407) 568-7483

December 22, 2023
27597322

Bill To:

Highland Meadows II CDD
1015 Condor Dr
Haines City Florida 33844

Quote is Good until
22-Jan-24

We propose to furnish labor and materials as follows:

Page 2 of 2

Scope of Work	AMOUNT
Pool	
Remove all waste materials from job Refill pool and balance chemicals	
5 year warrenty on labor 5 year warrenty on materials	
FOR THE SUM OF:	\$76,658.49

Payment to be made as follows: 25% upon signed contract, 25% upon commencement of work, 50% upon completion of work unless other approved arrangement are made. Any alterations from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above estimate. Robert's Pool Service is authorized to do the above said work.

Accepted by _____

Date _____

Signature of Owner or Representative & Date

Respectfully submitted by: Patricia C Buchanan

Patricia C. Buchanan

The pool deck will be closed while renovation is being done. 21 to 30 days weather permitting Date To Begin: _____

Serving Central Florida's Pool Care Needs Since 1977

EXHIBIT 21

AGENDA



ESTIMATE & SERVICES AGREEMENT

Yes, We Finance! | 18 Months Interest Free...

The Pool Specialist | State License #: CPC1458876
1211 E Donegan Ave
Kissimmee, Florida 34744
United States

4074328664
www.thepoolspecialist.com

BILL TO
Highland Meadows
1015 Condor Dr. Haines City, FL 33844
Haines City, Florida 33844
United States

(407) 472-2471 (4404)
bmendes@rizzetta.com

Estimate Number: 4524

Estimate Date: January 25, 2024

Valid Until: February 24, 2024

Estimate Total (USD): **\$75,599.15**

Product	Quantity	Price	Amount
Commercial pool resurfacing Finish: Miami Blue	1	\$55,095.24	\$55,095.24

Gutter perimeter: 328

Pool Width x Length: 116 x 44

Pool Surface Area: 5104

Total Interior Square Feet: 6580

Scope of Resurfacing Prep & Plaster Work:

- Pool/spa is drained/ Hydrostatic plug is pulled.
- Bonding agent is applied.
- If re-tiling the tiles are removed and tiling we start soon after.
- Once all the prep, tiling and any other necessary work has been completed the pool/spa is scheduled for plastering.
- The pool/spa plastering material is hand-troweled to a smooth finish followed by exposure process and water filling.

Packaged Total: \$55095.24



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Product	Quantity	Price	Amount
Commercial Pool Re-tiling	1	\$20,503.91	\$20,503.91

Pool total linear feet of tiles: 1013

Pool steps non-skid cap tiles total: 310

Depth markers to be replaced non-skid: 65

Depth markers to be replaced smooth: 65

Tile model: Ceramic 6x6

Non-skid cap tile color: TBD

Grout color: White

Scope of re-tiling work: Existing tiles are removed and the tile bed is prepared, we then install the waterline, gutter-line and step cap tiles and depth markers with thin-set mortar followed by grouting.

Once the tiling work is complete the pool/spa is prepped, bonding agent is applied and scheduled for plaster.

Packaged Total for Tiling: \$20503.91

Gate Codes & Access Details	1	\$0.00	\$0.00
--	---	--------	--------

Please provide your community gate/access codes and property access details to avoid unnecessary reschedules/delays.

Gate Code:

Property Access Details:



ESTIMATE & SERVICES AGREEMENT

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Product	Quantity	Price	Amount
Representative: Francisco Garcia	1	\$0.00	\$0.00

Please contact your project sales representative to discuss project scope of work, cost and process.

Text and email preferred.

Email: francisco@thepoolspecialist.com

Contact number: (407) 953-9427`

Note: To start and schedule any work we need to know your official finish, tile, step inserts, deck, equipment choices and any additional work you would like done.

This avoids any error/delays.

To make the selection process easy we have included copy & paste links in each field.

If you have any questions please email them to me. If you would like to schedule a conference call to go over things please call/text me and we will make it happen.

Subtotal: \$75,599.15

Total: \$75,599.15

Estimate Total (USD): \$75,599.15



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Notes / Terms

Please check the details of the work stated on this estimate and services agreement. To avoid any misunderstandings, the items and work specified and priced on this agreement form the basis of the items and work agreed at the subject property, this agreement takes precedence over all and any previous agreements, verbally or otherwise, and is considered the final statement of work and pricing agreed between the customer and The Pool Specialist of Florida, Inc.

Initial: _____

Once this estimate and services agreement has been approved and signed by the customer any changes orders/addendum's will subject to additional charges.

In-Progress Sign:

We place the sign in the yard a few days prior to the project start date to identify your property to all crew members and remove it a few days after the project has been completed.

Please provide your community gate/access codes and property access details to avoid unnecessary reschedules/delays.

Payment Schedules:

We require 50% of the entire job balance prior to starting as a down payment.

Followed by a progress payment of 40% that must be paid once the prep/tiling has been completed prior to finishing stage to avoid scheduling delays.

The remaining 10% is due as soon as the swimming pool/spa has been finished, completely filled, and started up.

Purchase of only pool/spa equipment replacement/installation i.e. heat pumps, heaters, filters, lights, pumps, automation systems and general repairs must be paid in full prior to installation.

Payments made out to: The Pool Specialist

_____ I have read the entire contents of this estimate and services agreement and agree to them. I have also read and agree to all terms and conditions.

Date: _____

Print name: _____

Customer Signature: _____

Terms and Conditions:

This agreement shall constitute a binding contract in accordance with the terms on the first page and the following conditions. The laws of the state of Florida shall govern any dispute with respect to this contract, its terms, conditions, and enforcement.

ESTIMATE & SERVICES AGREEMENT

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Kissimmee, Florida 34744
United States

4074328664
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Notes / Terms

The Pool Specialist of Florida, Inc. is not responsible for color variations due to dye lots or production run. Color may vary due to availability of raw materials, efflorescence, and other factors beyond the control of The Pool Specialist of Florida, Inc. Although the color pigments in concrete pavers have excellent durability and whether, ability depending on specific weather conditions, during the first year or two after installation efflorescence may form on the service of concrete pavers. Efflorescence is for the most part caused by the free calcium hydroxide within the pavers which then reacts with the carbon dioxide within the atmosphere to form a white calcium deposit, which is referred to as efflorescence. With further exposure, this in turn will be changed to a highly soluble calcium hydrogen, which will be washed away with rain.

On default by purchase of any of the provisions of the agreement, The Pool Specialist of Florida, Inc. shall have the option of refusing to perform under this and any other existing agreement between the parties that The Pool Specialist of Florida, Inc. may elect and The Pool Specialist of Florida, Inc. may also rescind any agreement between the parties and hold purchaser liable for all damages and losses occasioned thereby; or reselling, at public or private sale, undelivered goods foregoing options at its sole discretion. The Pool Specialist of Florida, Inc. shall not be liable to purchaser for any profit on any release, but purchaser shall remain liable to the seller for the difference between (1) the agreement price of the goods plus all the expenses of storage and resale, (2) the resale price of good, and (3) any preparatory site work performed on the job site. DEPOSITS ARE NON_REFUNDABLE.

All material will be property of The Pool Specialist of Florida, Inc. until final payment has been received, and shall be subject to the Florida Mechanics Liens Law and the Uniform Commercial Code. Purchaser hereby grants Seller security interest in all materials used on the job site under the Uniform Commercial Code and shall have the right to remove them if full payment has not been received.

If invoice is not paid when due, interest will accrue at the rate of 1.5% per month (18% per annum). If after due dates, the account is placed in the hands of an attorney or collection agency for collection of all or part of the amount of invoice or invoices, the purchaser shall be liable for all costs of collection, including reasonable attorney's fees, whether or not said matter is brought to trial, and for all trial proceedings including levy, execution garnishment or any appeal.

Customer Responsibilities:

The customer warrants that he owns the land upon which the materials are to be installed, or that he/she has full authority from the owner there of or all co-owners to enter in to this contract and the owner will indemnify and hold harmless the Seller in all matters arising on this account.

The customer agrees to supply the contractor with current and valid survey of customer/purchaser property. Further, the Customer agrees to verify the construction location dimensions and elevation after it is set by contractor's personnel, and accepts full responsibility for the same. Minor variations in dimensions or elevations shall not affect the validity of this contract, nor the customer's responsibility under it.

Unless otherwise stated herein, site preparation including removal or protection of trees, shrubs or other vegetation, removal of any underground sprinklers, pipeline, septic tanks or any other improvement affected by this construction shall be done by the customer.

Customer agrees that no claims may be filed under the warranty unless and until the indebtedness to the contractor has been paid in full.



ESTIMATE & SERVICES AGREEMENT

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United States

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www.thepoolspecialist.com

Notes / Terms

The customer shall grant the Seller ample access area for the equipment, personnel, and materials delivered to the site, and shall furnish adequate water and electric power and shall grant the right to store material and debris during the course of the construction. The customer assumes full responsibility for the clearance of or damage to anything in the area of access whether it is on the customer's property or that of a neighbor. The Seller is specifically held free of the responsibility of damage to landscaping sod, sidewalks, septic tanks, sewer lines, water lines, or other items above or below ground in the area of access and or construction.

It is agreed that the Seller shall be permitted to perform his work without interruptions and delays or any acts of negligence caused by the customer or the customer's representatives.

Personal Property. The customer agrees that all equipment and materials placed on this property for use in construction will remain the personal property of the seller until the sums due to the seller under his contract have been paid in full. Seller has the right to remove pavers, materials and installed equipment if full payments have not been satisfied after ADEMAND LETTER HAS BEEN MADE.

Start-up/Fire-up – 30 Day Maintenance Requirements:

The pool/spa finish will start to hydrate immediately after application with the majority of hydration taking place within the first 30 days. This critical time period is when a finish is most susceptible to staining, scaling and discoloration. Proper start-up procedures including timely brushing and constant monitoring and adjusting of the pool/spa water is mandatory. It is safe to swim but there are strict product maintenance requirements which must be followed to prevent damage to your new finish. While bringing out the beauty of the exposed aggregates. All products manufactured are required to be brushed vigorously every day or two. To remove finish hydration which naturally occurs in the curing period. Brushing the hydration changes the PH of the water therefore test & adjust the PH with muriatic acid every time you brush. Don't use a wheeled vacuum cleaner for the first 30 days to prevent wheel marks in the new finish.

Warranty Overview:

CL Industries, Florida Stucco, Sgm Diamond Brite and River Rok, Premix Marbelite and Pebble Tec finishes are warrantied for five to ten (5-10) years from the manufacturer for material failure. See manufacturer's warranties for up to date details. The Pool Specialist of Florida, Inc. issues manufacture warranties for material failure for five to ten (5-10) years from the date of application on all resurfacing jobs for residential pools/spas and five 5 years for commercial pools/spas. Shade variations are inherent with all pool/spa finishes and are not warrantied by either the product manufacturer or The Pool Specialist of Florida, Inc. All material/equipment warranties are through respective manufacturers. Manufacturer warranties may be for product labor and materials. Labor charges resulting from manufacturer warrantied repairs are warrantied for thirty (30) days. All warranties exclude damages due to fire, hurricanes, flood or other acts of nature or any physical abuse.

Standard Payment Terms:

ESTIMATE & SERVICES AGREEMENT

Yes, We Finance! | 18 Months Interest Free...

The Pool Specialist | State License #: CPC1458876

1211 E Donegan Ave
Kissimmee, Florida 34744
United States

4074328664
www.thepoolspecialist.com

Notes / Terms

All deposits are NON_REFUNDABLE unless specified in writing by the contractor. All "Addendums" (Change Orders) require full payment at time of addendum acceptance and signing. All mosaics and glass tiles require full payment in advance as all mosaics and glass are special order and are not returnable. 50% deposit of the contract at signing, followed by a progress payment of 40% once the prep, tiling and any necessary work required prior resurfacing is complete, the remaining 10% of the contract on completion of work. Additions or Changes in the Contract Any changes or additions to this contract must be agreed upon in writing and signed by customer/purchaser, separate from this quotation/contract work order. Payment for all additions and/or changes are due according to the payment terms of the addendums(s).

Disclaimer:

The Pool Specialist of Florida, Inc. is to be held harmless for any defects or concealed damage resulting from prior contractors work. Interior finishing does not correct leaks. If your pool is leaking, we strongly recommend that the leak be located and fixed prior to or in conjunction with this pool/spa finishing project. Leak detection & repairs are additional costs and must be specified. Possible pool/spa system line leaks may occur as an unavoidable consequence from required draining and servicing. Homeowner understands and agrees The Pool Specialist of Florida, Inc. to be held harmless. Patching is a possible process and is temporary in nature and is therefore not warranted unless specified. Acid wash & re-grout of tile and/or coping is an "as possible" service and cannot be warranted. Re-occurrence of structural cracking (pool/spa or deck) cannot be warranted. Any authorizations, soil testing, engineering, permits applications and/or related fees, if required, (HOA, City, County, or State) are to be paid for by the property owner to the start of job unless otherwise specified and agreed to in writing. Property owner is aware that permits may be required and vary from municipality to municipality. Homeowner understands any additional labor or materials required by engineering or permitting which exceed contracted scope of work will be additional and to be paid by homeowner. Electrical hook-ups and related electrical items, if required are excluded from the contract and must be performed by a licensed electrician. Sandblasting, pump station & well water filter if required are additional and may only be determined after draining and proper inspections, unless otherwise noted. Excessive hollows over 25% of total surface area may dictate partial or complete surface failure and additional removal, preparation and/or material charges may result, which can only be determined after draining and proper inspection. Property owner understand that stain from sandblasting, if required, may remain after basic "house off" is performed and the tile may be damaged as an unavoidable consequence of sandblasting, fiber removal and/or epoxy removal and agrees to hold The Pool Specialist of Florida, Inc. and its agents harmless in the event those services are required. If your pool has a heater it is recommend you bypass your heater for the first thirty (30) days to avoid possible damage to your surface. If your heater does not have a by-pass valve, The Pool Specialist of Florida, Inc. Can install one for you. Property owner is responsible to make all locations of utility lines, sprinkler, electrical and/or other unseen obstructions that may exist in the performance of contract. The Pool Specialist of Florida, Inc. is to be held harmless for any pipe or line damage unless proper markings by customer are made prior to start.

EXHIBIT 22

AGENDA

ESTIMATE



Prepared For

Highland Meadows 2 CDD Amenity
Center
1015 Condor Drive
Haines City, FL 33844
(407) 472-2471

NOAH BUILDERS & DESIGNS / F&J POOL AND SPA

4740 Rockvale Dr , CGC1534431, CPC1460382
Kissimmee , FL 34758 POOLS & GENERAL
CONTRACTOR: FREDDY ALMONTE
Phone: (407) 379-3594
Email:
freddyconstruction@outlook.com/noahbuilders@outlook.com

Estimate # 444
Date 01/29/2024
Business / Tax # 88-2910946

Description **Total**

Comercial Pool Renovation \$49,800.00

Pool Cleaning and preparation
Removal old coating under the tile
Acid Concrete shell treatment
Bond kote application
All Main Drain Cover Replacement
New Coating application Miami Blue

732 Ft. New Tile 6x6 \$11,712.00

Old Tile removal
732 Ln.ft of New Tile 6x6 Installation (materials included)

Subtotal \$61,512.00

Total **\$61,512.00**



Payments Terms:

50% deposit with the signed contract

25% After the glass tile is done

25% When the job is complete

1. Contractor shall haul and dispose of all debris caused during the performance of the job described herein.
2. All work be performed in accordance with the specifications submitted for the above work order, to be completed in a professional matter.
3. If weather conditions do not allow work to be done safely, then postpone work until weather change to favorable conditions.
4. If for any reason, after the signing of this contract the client withdraws and requests the cancellation of the contract or return of their money, before the completion of the project will be discounted 15% of the agreed.
5. If for any reason, during the execution of the project the client requests the cancellation of the contract or return of their money, a 15% of the agreed upon will be discounted and the expenses made up to the moment cannot be returned in money.
-The net amount of the money will be refunded 30 days after canceling the contract.
6. If the customer decides to make any change in the material specified in this estimate, and that change incurs a price change, the customer will pay any difference to the initial price.
7. At the end of the work must have paid 75% of the total agreed. And the final 25% at the end of the debris removal.
8. If the project to be executed requires a permit in the city corresponding to the property, "city fees" will not be included in the city at the agreed price to submit the permit.
9. The customer should provide the entrance for the excavation equipment clean and ready. The company will schedule the job with at least 3 days before and the customer have to remove the grass or irrigation system on the way. We are not responsible for damages made to the property if the area is not clear.
10. The project has to be executed between 2 to 3 weeks after we signed this contract and receive the payment of the 50% of the total agreed.
11. The contractor is authorized to commence work as specified. The customer agrees to make payments as specified by the terms. In Signing below, the customer accepts this contract in its standing and understands that there are NO other verbal understanding or representations.

Freddy Almonte

Highland Meadows 2 CDD Amenity Center

EXHIBIT 23

AGENDA



A&E DREAM HOMES LLC

Dear,

Highland Meadows 2 CDD

WORK PROJECT

- All Consumables required to perform the maintenance are supplied by A&E Dream Homes.
 - Replacement of corroded hardware.
 - Drain Pool Water.
 - Excavation of floor and wall cracks.
 - Pressure washes all debris and algae built up the affected area.
 - Replace all tiles.
 - Install a new jet main drain.
 - Replace all drain covers.
 - Final finish -Diamond Brite-
 - Acid wash.
 - DCM5 Auto Feeder System.
 - Refill the pool to the proper water levels.
 - Initial water treatment 1 time a week for 1 month to meet the proper operating reading code.
 - Comply with OSHA regulations on chemical management and safety measures in the project area.
-

YOUR INVESTMENT

The contract proposes a fixed price of \$69,118.10, Requires 60% deposit to initiate, additional 10% upon 30% project completion. All repairs and replacements performed by A&E Homes will have a 6-year warranty coverage. In consideration of the Customer's payment of the Compensation, the Vendor shall perform the services set forth in its scope of work attached hereto as "Work Project" at the service site set forth above. Unless otherwise specified. The Customer shall pay the Contractor the compensation set forth and when due. If no time for payment is specified, all amounts shall be paid within thirty (30) calendar days from the date of performance of the portion of Services invoiced for. In the event of nonpayment, Vendor shall charge, and Customer agrees to pay, interest at the rate of two percent (2%) per month on until the total outstanding balance until paid in full.

TERMS

The pricing in this proposal is valid for 30 days. The Services shall be performed in a workmanlike manner. Vendor's personnel will wear uniforms, as well as all safety and PPE required by the occupational Safety and Health Administration (OSHA), while on Property. Vendor may immediately suspend performance of the Services without notice to Customer until payment is brought current in full. In addition, in the event of nonpayment, Vendor's may condition its continued performance (after suspension) upon Customer's payment of a deposit equal to one (1) month's Service, which shall be applied to the last month of the Term. Or to any outstanding balance owed to Vendor's by Customer in the Future.

Termination

Either party may terminate this Agreement for any reason, or for no reason, by delivering written notice of their intent to terminate this Agreement of not less than sixty (30) days to the other party. This Agreement shall begin upon the Effective Date and shall continue for a period of twelve (12) months. Unless terminated or renewed as provided for herein, upon the expiration of the Term, this Agreement shall automatically be renewed for successive twelve (12) month terms. In the event of a material breach of this Agreement by either party, the other party may deliver written notice of such breach to the other party specifying such breach. Upon receipt of such notice, the breaching party shall have ten (14) days within which to cure the complaint of breach. If the breaching party fails to cure such breach within this time period, then the other party may terminate this Agreement immediately upon additional written notice. Cause shall not exist if the alleged breach is something not the responsibility of a party hereunder.

Choice of Law; Venue; Jury Trial Waiver

Venue for any legal action or mediation arising from or relating to either this Agreement or the Services shall be proper, convenient, and exclusively held in the courts of the county wherein Vendor's principal place of business is located. If any legal action is taken by either party to enforce any provision of this Agreement

against the other party, the prevailing party therefrom shall be entitled to recover from the non-prevailing party all costs, fees, and expenses arising from such legal action, including accounting costs, court costs, attorneys' fees, and all other reasonably related expenses. The term "prevailing party" means the party prevailing on the substantial matters of law at issue in such action. BOTH PARTIES HERETO EXPRESSLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES, AND EXPRESSLY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE FOREGOING COURTS. BOTH PARTIES EXPRESSLY AGREE THAT THE LAWS OF THE STATE OF FLORIDA, EXCLUSIVE OF ITS CHOICE OF LAWS PRINCIPLES, SHALL APPLY TO THIS AGREEMENT. BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT SHALL BE CONSIDERED TO HAVE BEEN MADE AND ENTERED INTO IN ORANGE COUNTY, FLORIDA, NOTWITHSTANDING ANY CONTRACTUAL PROVISION, LAW, OR EQUITABLE PRINCIPLE TO THE CONTRARY.

Insurance; Licensing

The Vendor represents that the Contractor is fully insured for required workers' compensation coverage

on its employees and carries general liability insurance covering its Services. Contractor shall provide a copy of the same to Customer upon request. Contractor shall be responsible for obtaining any licenses and/or permits required by law for activities at the Property.

Loss; Liability

Vendor shall bear the risk of loss for any products, equipment, personal property, landscaping, flowers, grass, or shrubbery which are damaged by Vendor's Services, or any intervening or superseding cause. Furthermore, Vendor shall not be responsible for any pre-existing damage to items at the Property, even if such items are maintained as part of the Services. In addition, and without limiting the generality of the foregoing,

Vendor is not responsible for, and Customer holds Vendor harmless for: (1). damage to or maintenance/replacement of any personal property, fixtures, furnishings, or equipment located at the Property; (2). any damage due to vandalism, theft, or the actions/inactions of any third party; and (3). any damage due to the operation of Vendor's equipment in performing the Services.

Notes

Project Overview:

The project involves the complete resurfacing of your pool, including the removal of existing tiles and surfaces, and the installation of new materials to enhance both functionality and appearance.

Scope of Work:

1. Surface Preparation:

Remove existing tiles, waterline tiles, and gutter tiles. Clean and prepare the surface for the application of new materials.

2. Installation of New Materials:

Install new gutter extensions equipped with covers for improved water drainage.

Apply a durable and smooth finish to the pool surface during the curing process.

Install slip-resistant waterline tiles and step tiles, adhering to safety standards and local codes. Acid washes the pool to eliminate any smooth areas and ensure proper adhesion of the new surface materials.

3. Additional Tasks:

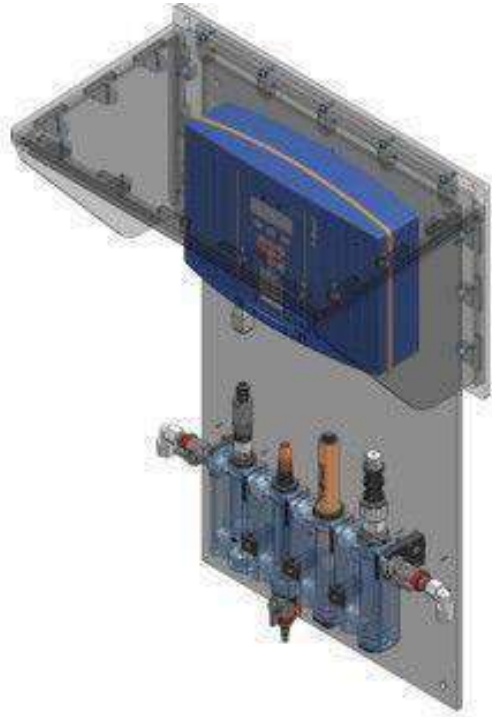
Replace main drains with VGB-approved options to enhance safety.

Grind around fittings and lights to ensure a flush finish of the new surface.

Remove any loose material from the pool shell to create a solid foundation for the new finish. Apply a new Diamond Brite exposed aggregate finish for a visually appealing and long-lasting surface.

4. Project Timeline:

The estimated duration of the project is 7 to 14 days, depending on weather conditions and the scope of work. We will provide regular updates throughout the project to keep you informed of progress.







Conclusion:

We believe that our proposed project plan aligns with your needs and expectations for the resurfacing of your pool. Our team is dedicated to delivering exceptional results and ensuring your complete satisfaction throughout the process. We look forward to the opportunity to work with you on this project and transform your pool into a stunning oasis for relaxation and enjoyment.

To discuss your project and formalize this agreement, please reach out at:

A&E DREAM HOMES, LLC.

929-245-1274

AEDREAMHOMES@OUTLOOK.COM

1. Services to be performed at:

Highland Meadows 2 CDD Amenity Pool
1015 Condor Drive, Haines City, FL 33844

CLIENT

Breeze Home

1540 International pkwy St. 2000 Lake Mary, FL 32746.

Signature

PREPARED BY: *Lopez, Josmar*
